

EXHIBIT “A”

LEASE AGREEMENT

Between

AVR PORTCHESTER, LLC
a Delaware limited liability company,

Landlord

and

BED BATH & BEYOND INC.,
a New York corporation,

Tenant

PORT CHESTER SHOPPING CENTER
421 Boston Post Road
Port Chester, New York

Dated as of: February ____, 2011

* * * * *

The mailing, delivery or negotiation of this Lease shall not be deemed an offer to enter into any transaction or to enter into any relationship, whether on the terms contained herein or on any other terms. This Lease shall not be binding nor shall either party have any obligations or liabilities or any rights with respect thereto, or with respect to the premises, unless and until both parties have executed and delivered this Lease. Until such execution and delivery of this Lease, either party may terminate all negotiation and discussion of the subject matter hereof, without causes and for any reason, without recourse or liability.

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EXHIBITS

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Exhibit C	Form of Rent Commencement and Expiration Date Agreement
Exhibit D	Landlord's Work
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Exhibit I	Intentionally Omitted
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Exhibit M	Prohibited Uses
Exhibit N	Form of Mechanics' Lien indemnification

1 LEASE AGREEMENT

2 THIS LEASE AGREEMENT ("Lease") is entered into as of February 17, 2011
3 by and between AVR PORTCHESTER, LLC, a Delaware limited liability company,
4 having an office at One Executive Blvd., 4th Floor, Yonkers, New York 10701-6818
5 ("Landlord"), and BED BATH & BEYOND INC., a New York corporation, having an
6 office at 650 Liberty Avenue, Union, New Jersey 07083 ("Tenant").

7 WITNESSETH:

8 ARTICLE 1
9 BASIC TERMS AND DEFINITIONS

10 Section 1.1 Basic Terms and Definitions. The following terms shall have the
11 meanings set forth in this Section 1.1 except as otherwise expressly provided herein.

12 1.1.1 Additional Rent: Any monies which Tenant is required to pay to
13 Landlord under the terms and conditions of this Lease, other than Fixed Rent.

14 1.1.2 Affiliate: A corporation, partnership, limited liability company,
15 person or other entity which is controlling, controlled by, or under common control with,
16 Landlord or Tenant, as the case may be. As used herein, "control" shall mean the
17 possession, direct or indirect, of the power to direct or cause the direction of the
18 management and policies of a person or entity, whether through the ownership of voting
19 securities or rights, by contract, or otherwise.

20 1.1.3 Alternate Rent: As defined in and payable in the manner set forth in
21 Exhibit L attached hereto.

22 1.1.4 Common Areas: All areas in the Shopping Center which are, from
23 time to time, available for the joint, non-exclusive use and benefit of Tenant and other
24 tenants and occupants of the Shopping Center, and their respective employees, agents,
25 subtenants, concessionaires, licensees, customers and other invitees, including, but not
26 limited to, any and all parking areas, parking spaces, driveways, truck serviceways,
27 passageways, sidewalks, entrances, exits, lighting facilities, courts, landscaped areas,
28 retention or detention areas, and common utility lines.

29 1.1.5 Common Areas Charges: As defined in Section 5.1 hereof.

30 1.1.5A Constant Dollars: "Constant Dollars" means the present value of the
31 dollars to which such phrase refers. An adjustment shall occur on January 1 of the sixth
32 calendar year following the date of this Lease, and thereafter at five (5) year intervals.
33 Constant Dollars shall be determined by multiplying the dollar amount to be adjusted
34 (without prior adjustment) by a fraction, the numerator of which is the Current Index
35 Number and the denominator of which is the Base Index Number. The "Base Index
36 Number" shall be the level of the Index for the month during which this Lease is dated;
37 the "Current Index Number" shall be the level of the Index for the month of September
38 of the year preceding the adjustment year; the "Index" shall be the Consumer Price Index
39 for All Urban Consumers, U.S. City Average, All items published by the Bureau of Labor
40 Statistics of the United States Department of Labor (base year 1982-84=100), or any
41 successor index thereto as hereinafter provided. If publication of the Index is
42 discontinued, or if the basis of calculating the Index is materially changed, then Landlord
43 and Tenant shall substitute for the Index comparable statistics as computed by an agency
44 of the United States Government or, if none, by a substantial and responsible periodical or
45 publication or recognized authority most closely approximating the result which would
46 have been achieved by the Index.

1 1.1.5B Critical Area: The area designated "*Critical Area*" on Exhibit B
2 hereto and including, without limitation (and whether or not identified as part of the
3 Critical Area on Exhibit B), all driveways, passageways and roadways, and entrances and
4 exits, providing access for the Premises to and from Boston Post Road, all as shown in
5 Exhibit B.

6 1.1.6 Delivery Date: As defined in Section 2.3 hereof.

7 1.1.7 Effective Date: The date hereof.

8 1.1.8 Event of Default: As defined in Section 16.1 hereof.

9 1.1.9 Excused Periods: Periods during which Tenant's failure to conduct
10 the operations of its business or any other business (not prohibited by this Lease): (x)
11 resulted from alterations or renovations being performed in and to the Premises, (y) was
12 caused by damage or destruction, eminent domain proceedings or actions, or *Force*
13 *Majeure*, or (z) was caused by any act or omission of Landlord, or its employees, agents,
14 or contractors.

15 1.1.10 Exhibits. The exhibits listed in the Table of Contents annexed to this
16 Lease have been agreed to by the parties and attached hereto, it being the intention of the
17 parties that they shall become a binding part of this Lease as if fully set forth herein.

18 1.1.11 Fixed Rent: The following agreed-upon amounts for the periods
19 indicated:

20 (a) For the period commencing on the Rent Commencement Date
21 and ending on the last day of the "Initial Term" (defined in Subsection 1.1.43 below), at
22 the rate of Three Hundred Ninety-Three Thousand Seven Hundred Fifty and 00/100
23 (\$393,750.00) Dollars per year;

24 (b) In the event Tenant exercises the first Renewal Option, for
25 the first five (5) year Renewal Period, at the rate of Four Hundred Thirty-Seven Thousand
26 Five Hundred and 00/100 (\$437,500.00) Dollars per year;

27 (c) In the event Tenant exercises the second Renewal Option, for
28 the second five (5) year Renewal Period, at the rate of Four Hundred Sixty-Two
29 Thousand Five Hundred and 00/100 (\$462,500.00) Dollars per year; and

30 (d) In the event Tenant exercises the third Renewal Option, for
31 the third five (5) year Renewal Period, at the rate of Four Hundred Eighty-Seven
32 Thousand Five Hundred and 00/100 (\$487,500.00) Dollars per year.

33 1.1.12 Floor Area: The actual number of square feet of space contained on
34 the ground floor within any building area in the Shopping Center (including the Premises)
35 and, with respect to exterior areas, including all exterior areas leased to or exclusively
36 used by one or more tenants (other than exterior loading dock areas, trash compactor
37 areas, and trash container areas). All measurements pursuant to this Subsection shall be
38 from the exterior of outside walls or store front and/or to the centerline of any common
39 walls or store front and/or to the centerline of any common walls, but in no event shall
40 Floor Area within either the Premises or the remainder of the Shopping Center include
41 any mezzanine, lower floor, second floor or, except as set forth above, any exterior areas.

42 1.1.13 Force Majeure: As defined in Section 23.4 hereof.

43 1.1.14 Ground Lessor: The landlord under any existing or future ground or
44 underlying leases encumbering or affecting all or any part of the Shopping Center.

45 1.1.15 Hazardous Substances: As defined in Subsection 12.4.1 hereof.

1 1.1.16 Intentionally Omitted.

2 1.1.17 Intentionally Omitted.

3 1.1.18 Landlord: As defined in the preamble and Section 23.11 hereof.

4 1.1.19 Landlord's Mailing Address: One Executive Blvd., 4th Floor,
5 Yonkers, New York 10701-6818, or such other place and/or to the attention of such other
6 person as Landlord may notify Tenant from time to time by notice given in accordance
7 with the provisions of Article 18 hereof. If the "Landlord" consists of more than one
8 person, then notices given to the entity listed in Landlord's Mailing Address will be
9 deemed to have been given automatically to all of the parties which constitute Landlord,
10 and Tenant shall be entitled to rely exclusively on any notice sent by said entity.

11 1.1.20 Landlord's Work: As described on Exhibit D, if any.

12 1.1.21 Lease Interest Rate: The then effective prime rate as published from
13 time to time in the "Money Rates" section of *The Wall Street Journal* (or any successor
14 publication thereto) plus two (2%) percent.

15 1.1.22 Legal Requirements: All laws, statutes, codes, acts, ordinances,
16 judgments, decrees, authorizations, directions and requirements of, and agreements with,
17 all governmental departments, commissions, boards, courts, authorities, agencies,
18 officials and officers, which now or at any time hereafter may be applicable to the
19 Premises, the Shopping Center, or any part(s) thereof.

20 1.1.23 Mortgagee: Any individual or legal entity, which is not an Affiliate
21 of Landlord, and which holds a mortgage on all or any portion of the land and/or
22 improvement comprising the Shopping Center.

23 1.1.24 Intentionally Omitted.

24 1.1.25 Intentionally Omitted.

25 1.1.26 Intentionally Omitted.

26 1.1.27 Permitted Use: Subject to the Existing Exclusives (as defined in
27 Section 13.3.1) and the Prohibited Uses (as defined in Exhibit M), the sale (including the
28 incidental rental), at retail of infant, juvenile and children's goods and services, including,
29 but not limited to, a variety (in Tenant's sole discretion as to the mix and proportions) of
30 the following: infant's, juvenile's and children's furniture, furnishings, beds (including,
31 without limitation, mattresses and bedding), changing tables, gliders and rockers
32 (including coordinating ottomans), high chairs, lamps, walkers, play yards, swings, car
33 seats, booster seats, carriages, strollers, cradles, playpens, cribs, toy or clothing chests,
34 stuffed animals, games and toys, bedding accessories, maternity clothing and related
35 items, clothing and accessories for infants, juveniles or children, apparel, layettes, shoes,
36 toys, bottles, food or formula for infants, juveniles and children, feeding items, safety
37 items, nursing items, health and beauty care items, drug remedies, diapers, wipes,
38 bathroom and personal care devices and items, indoor or outdoor play and recreational
39 equipment, pacifiers, baby safety items, diaper bags, nursing and bathing items, children's
40 books, pregnancy books, magazines, computer software, audio and video cassettes or
41 tapes, picture frames, portrait studio items and services, party supplies, invitations,
42 greeting cards, gift items, arts and crafts, stationery, teachers' and parents' resources, other
43 educational and multi-media children's items, hair cutting services, fitness center
44 development and learning services (the aforementioned items are hereinafter collectively
45 referred to as the "**Permitted Items**") and any and all other items sold or services
46 provided from time to time in any store owned or operated by Tenant or its Affiliate(s);
47 and for any other lawful retail use not specifically prohibited by the provisions of Article

1 13 below. In addition, Tenant shall be permitted to use portions of the Premises for
2 storage and office uses incidental to the Permitted Use.

3 1.1.28 Premises: Being the area cross-hatched on Exhibit B hereto, having
4 dimensions as shown on Exhibit B and containing (i) an agreed-upon Twenty-Five
5 Thousand (25,000) square feet of Floor Area located on the first floor, and (ii)
6 approximately twelve thousand (12,000) square feet of space on the basement level. If
7 Tenant elects to build the same, the Premises may also contain approximately one
8 thousand (1,000) square feet of mezzanine level space for non-selling office purposes.

9 1.1.28A Reimbursable Costs: As defined in Section 5.1.2.

10 1.1.29 Renewal Option: As defined in Section 2.2.2 hereof.

11 1.1.30 Renewal Period(s): Three (3) successive periods of five (5) years
12 each, as provided in Section 2.2.2 hereof.

13 1.1.31 Rent: Fixed Rent and/or Additional Rent.

14 1.1.32 Rent Commencement Date: As defined in Section 2.2 hereof.

15 1.1.33 Intentionally Omitted.

16 1.1.34 Shopping Center: The shopping center containing approximately
17 408,138 square feet of Floor Area, on the property located at 421 Boston Post Road in
18 Port Chester, New York, and more particularly described in Exhibit A hereto, which
19 Shopping Center is commonly known as Port Chester Shopping Center. Landlord shall
20 not change the name of the Shopping Center without giving prior notice to Tenant, and
21 Landlord shall not include the name of any tenant in the name of the Shopping Center.

22 1.1.35 Substantially Completed or Substantial Completion: The completion
23 of specified work at the Shopping Center (including, without limitation, as applicable,
24 Landlord's Work) to the extent that only "Punch List Items" of such work shall not be
25 completed. As used herein, the term "**Punch List Items**" shall mean such minor items of
26 a cosmetic nature which, when considered as a whole, do not adversely affect either the
27 performance of Tenant's Work or Tenant's ability to conduct its normal business
28 operations in the Premises.

29 1.1.36 Taxes: As defined in Section 4.3.3 hereof.

30 1.1.37 Tenant: As defined in the preamble hereof.

31 1.1.37A Tenant's Contribution: As defined in Section 5.1.2.

32 1.1.37B Tenant's Fixed CAM: For the period from the Rent
33 Commencement Date through the end of the first full calendar year of the Term, \$2.75 per
34 square foot of Floor Area in the Premises per annum, thereafter increasing on each
35 January 1 by two and one-half percent (2.5%) over the amount per square foot paid by
36 Tenant for the previous calendar year. Tenant's Fixed CAM for the period from the Rent
37 Commencement Date until the end of the calendar year in which the Rent
38 Commencement Date occurs, and for any partial calendar year at the end of the Term,
39 shall be prorated. Tenant's Fixed CAM shall initially be \$68,750 per annum, payable in
40 monthly installments of \$5,729.17.

41 1.1.38 Tenant's Mailing Address: 650 Liberty Avenue, Union, New Jersey
42 07083, Attn: Mr. Eugene A. Castagna, or such other place and/or to the attention of such
43 other person as Tenant may notify Landlord from time to time by notice given in
44 accordance with the provisions of Article 18 hereof.

1 1.1.39 Tenant's Permits: As defined in Section 2.3.1(b) hereof.

2 1.1.40 Tenant's Property: All of Tenant's personal property, including,
3 without limitation, phone and alarm systems, satellite antennae, shelving, computers,
4 furniture, cash registers and customer service counters, specialty lighting, track lighting,
5 millwork, conveyor systems, storage racks and signage and any and all other personal
6 property of Tenant which is capable of being removed from the Premises without material
7 damage thereto, but which shall not include electrical systems, heating, ventilation and air
8 conditioning systems, and other mechanical systems, flooring, carpet, elevators, standard
9 lighting and wiring installed within the walls of the Premises.

10 1.1.41 Tenant's Pro Rata Share: A fraction whose numerator is twenty-five
11 thousand (25,000) square feet and whose denominator is the Floor Area of the Shopping
12 Center as may be re-determined any time a building (and/or Floor Area) is added to or
13 removed from the Shopping Center, but in no event shall Tenant's Pro Rata Share be
14 greater than eight (8%) percent. Floor Area shall be deemed added to or removed from
15 the Shopping Center on the earlier of (i) the date upon which such Floor Area is
16 Substantially Completed, or (ii) at such time as an assessment for Taxes is made or
17 removed, as the case may be, with respect to such Floor Area. Within thirty (30) days
18 following written request from Tenant, Landlord shall certify to Tenant in writing as to
19 the then Floor Area of the Shopping Center.

20 1.1.42 Tenant's Work: As defined in Section 3.2 hereof.

21 1.1.43 Term: A period (the "**Initial Term**") of approximately fifteen (15)
22 years beginning on the Rent Commencement Date and expiring at midnight on the last
23 day of January following the fifteenth (15th) anniversary of the Rent Commencement
24 Date, unless the Rent Commencement Date is February 1, in which event the Expiration
25 Date shall be the day before the fifteenth (15th) anniversary of the Rent Commencement
26 Date. As used herein: (i) "**Term**" shall refer to the Initial Term, as the same may be
27 extended by any Renewal Period exercised pursuant to Section 2.2.2 below; and (ii)
28 "**Expiration Date**" shall mean the date on which the Term expires.

29 ARTICLE 2

30 LEASE OF PREMISES; LEASE TERM; DELIVERY DATE

31 Section 2.1 Lease of Premises. Landlord hereby leases to Tenant, and Tenant
32 hereby leases from Landlord, the Premises together with any and all rights, benefits,
33 privileges and easements, now or hereafter appurtenant to either or both of the Premises
34 and the Shopping Center (which as to the Shopping Center, but not the Premises, shall be
35 non-exclusive and in common with all other tenants and occupants of the Shopping
36 Center, except as otherwise provided in this Lease), arising out of any public or private
37 grant or authority, including, without limitation, the non-exclusive right and easement to
38 use the Common Areas in common with other tenants and occupants of the Shopping
39 Center.

40 Section 2.2 Term.

41 2.2.1 Initial Term. Subject to the provisions of this Article 2, the Term of
42 this Lease shall begin on the earlier of (such earlier date being referred to herein as the
43 "**Rent Commencement Date**"): (a) the tenth (10th) day after the date upon which Tenant
44 shall initially open the Premises to the general public for business, or (b) the one hundred
45 fiftieth (150th) day following the later of the Delivery Date or the "**Permit Contingency**
46 **Date**" (hereinafter defined in Section 2.6); but in no event shall the Rent Commencement
47 Date occur prior to a temporary or permanent certificate of occupancy for the Premises
48 (or the local equivalent) having been obtained. The Term shall expire on the Expiration
49 Date, unless earlier terminated as herein provided. When the Rent Commencement Date

1 has been determined, as provided in this Section, Landlord and Tenant shall execute,
2 acknowledge and deliver, each to the other, a written statement in the form attached
3 hereto as Exhibit C specifying the Rent Commencement Date.

4 2.2.2 Renewal Options. So long as no Event of Default shall then remain
5 uncured (at the time of the exercise of the applicable Renewal Option and the
6 commencement of the Renewal Period), Tenant shall have the right and option
7 (hereinafter a "**Renewal Option**") to extend the Initial Term from the date on which it
8 would otherwise expire for three (3) successive renewal periods of five (5) years each
9 (individually, a "**Renewal Period**", and collectively, the "**Renewal Periods**") upon the
10 same terms and conditions as are herein set forth (with the Fixed Rent payable during
11 each Renewal Period being as set forth in Subsection 1.1.11 hereof). Each Renewal
12 Option shall be exercisable by notice given to Landlord at least two hundred seventy
13 (270) days prior to the commencement of the applicable Renewal Period(s). In order to
14 prevent the inadvertent failure of Tenant to exercise any of the Renewal Options within
15 the time specified above, the Term of this Lease shall not expire unless and until Tenant
16 fails to exercise a Renewal Option within fifteen (15) days after receiving notice from
17 Landlord that the Renewal Option in question has not been exercised (Landlord's notice
18 shall not be given prior to the 270th day prior to the Expiration Date), or unless and until
19 Tenant gives notice to Landlord that it will not be exercising any remaining Renewal
20 Options. If Landlord fails to give Tenant such notice prior to the Expiration Date, and
21 Tenant occupies the Premises after the Expiration Date, then Tenant shall remain in
22 possession subject to the provisions of this Lease but without the application of Article 20
23 hereof. If Landlord then gives Tenant such notice and Tenant exercises its Renewal
24 Option, then the effective date of such exercise shall be retroactive to the Expiration Date.

25 Section 2.3 Delivery Date.

26 2.3.1 Definition. Landlord shall be deemed to have delivered possession
27 of the Premises to Tenant at 8:00 a.m. on the date (the "**Delivery Date**") following the
28 day on which all of the following conditions (the "**Delivery Date Conditions**") shall have
29 occurred and Tenant shall have received from Landlord the Delivery Date Certification in
30 accordance with the provisions of Section 2.3.3 below, which shall constitute Landlord's
31 written certification that all of the following shall have occurred:

32 (a) Actual possession of the Premises shall have been delivered
33 to Tenant water-tight, free of Hazardous Substances, broom clean and free of any
34 previous tenant's or occupant's furniture, fixtures, and equipment, in a good, structurally
35 sound condition, with Landlord's Work (if any) Substantially Completed, but the
36 Premises shall otherwise be in "as is" condition as of the Effective Date;

37 (b) Landlord shall have obtained (and delivered copies thereof to
38 Tenant, upon request, to the extent in Landlord's possession) all permits and approvals
39 required from all applicable governmental authorities to enable Tenant to occupy and use
40 the Premises for the conduct of its business in the Premises (exclusive of (i) building and
41 site work permits which may be necessary for the performance of Tenant's Work
42 (collectively, "**Tenant's Permits**"), (ii) a temporary and/or permanent certificate of
43 occupancy for the Premises (or local equivalent) and (iii) any business licenses which
44 Tenant may be required to obtain in order to open and operate its specific business and
45 not a general retail business), which permits and approvals shall include, without
46 limitation, zoning and building code approvals, and environmental requirements;

47 (c) The representations and warranties of Landlord set forth in
48 subparagraphs (a) through (j) of Section 12.3 below shall then be true and in effect;

49 (d) Intentionally Omitted;

1 (e) Landlord shall have delivered to Tenant, in recordable form:
2 (i) a subordination, non-disturbance and attornment agreement substantially in the form
3 attached hereto as Exhibit G (or in such other form as may be agreed upon by Tenant and
4 the applicable Mortgagee) executed by each holder of any mortgage or deed of trust
5 encumbering or affecting the Shopping Center or any portion thereof (it being understood
6 and agreed that this Subsection 2.3.1 (f) is not intended to extend the date by which
7 Landlord is to deliver to Tenant any document(s) required pursuant to Section 17.3
8 hereof), and (ii) a fee owner recognition agreement substantially in the form attached
9 hereto as Exhibit G-1 (or in such other form as may be agreed upon by Tenant and the
10 Ground Lessor) executed by any existing Ground Lessor.

11 2.3.2 Delivery Date.

12 (a) Landlord shall cause the Delivery Date to occur on **March 31,**
13 **2011.** Notwithstanding any provision of this Lease to the contrary, in no event shall the
14 Delivery Date be deemed to occur prior to such date.

15 (b) Landlord acknowledges that if it shall fail to satisfy all of the
16 Delivery Date Conditions by the Delivery Date as established in subparagraph (a) above,
17 Tenant will sustain substantial, additional costs and expenses, including, without
18 limitation, costs incurred in connection with contractors and subcontractors hired to
19 perform Tenant's Work, the exact amount of which would be impracticable or extremely
20 difficult to ascertain. If the Delivery Date does not occur by the date established therefor
21 in subparagraph (a) above, and the Delivery Date continues to not have occurred on or
22 before thirty (30) days after the Delivery Date as established in subparagraph (a) above,
23 then, in addition to any other remedies available to Tenant under this Lease, Tenant shall
24 be entitled to a credit against the initial installment(s) of Rent hereunder, as liquidated
25 reimbursement (and not as a penalty) for all of the aforesaid costs incurred by Tenant, an
26 amount equal to the sum of: (i) Seventy- Five Thousand Dollars (\$75,000), plus (ii) Three
27 Thousand Five Hundred Dollars (\$3,500) for each day that the Delivery Date established
28 in subparagraph (a) above is delayed; provided, that in no event shall such sum exceed
29 \$100,000.00, in the aggregate. The foregoing liquidated reimbursements represent the
30 parties' good faith agreement as to an amount which shall have been incurred by Tenant
31 and which shall otherwise not be susceptible of exact ascertainment.

32 2.3.3 Delivery Date Certification. Upon the satisfaction of all of the
33 Delivery Date Conditions, Landlord shall so certify to Tenant, using the form of Delivery
34 Date Certification attached hereto as Exhibit J.

35 2.3.4 No Waiver. Neither Tenant's acceptance of physical possession of
36 the Premises nor Tenant's opening of the Premises for business to the public prior to the
37 Delivery Date shall: (i) be deemed a waiver by Tenant of any of the Delivery Date
38 Conditions, or (ii) relieve Landlord of any obligation under this Lease, unless such
39 condition or obligation is expressly waived in writing by Tenant.

40 Section 2.4 Unseasonable Delivery: Slack Period. If, for any reason (including,
41 without limitation, Force Majeure), the Rent Commencement Date occurs by reason of
42 the effect of Section 2.2.1(b) above during the period commencing on November 1 and
43 ending on the March 1 next following (the "**Slack Period**"), then Tenant shall have the
44 right to defer the Rent Commencement Date until a later date within the Slack Period.
45 Tenant shall not have the right to defer the Rent Commencement Date pursuant to this
46 Section if the Rent Commencement Date occurs by reason of the effect of Section
47 2.2.1(a) above (i.e., Tenant opening for business in the Premises).

1 Section 2.5 Initial Co-Tenancy Condition.

2 2.5.1 As used herein, the “*Initial Co-Tenancy Condition*” shall mean that
3 at least 200,000 square feet of Floor Area in the Shopping Center (excluding the
4 Premises) shall be open for business to the public or, if not already open for business,
5 then the tenants thereof shall be actively and continuously engaged in the fixturing and
6 merchandising therein.

7 2.5.2 If, on the Delivery Date, the Initial Co-Tenancy Condition has not
8 been satisfied, Tenant shall be entitled to pay Alternate Rent in lieu of Fixed Rent (but, in
9 any event, shall continue to pay all Additional Rent which becomes due and payable
10 hereunder) until the Initial Co-Tenancy Condition is satisfied and the Landlord gives
11 Tenant notice thereof, subject to any other applicable provisions of this Article 2.

12 2.5.3 In addition to the provisions of Section 2.5.2 above, if the Initial Co-
13 Tenancy Condition has not been satisfied by the first (1st) anniversary of the Delivery
14 Date established pursuant to Section 2.3.2(a) above, then Tenant shall have the one-time
15 right, exercisable at any time prior to the satisfaction of the Initial Co-Tenancy Condition,
16 upon giving Landlord at least sixty (60) days’ prior notice, to terminate this Lease as of
17 the date specified in said notice. Landlord may negate such termination by either (x)
18 causing the Initial Co-Tenancy Condition to be satisfied within thirty (30) days after the
19 date on which said termination notice is given, or (y) delivering notice to Tenant, within
20 thirty (30) days after the date on which said termination notice is given, stating that
21 Tenant shall be entitled to pay Alternate Rent in lieu of Fixed Rent in accordance with
22 Section 2.5.2 above (in which event, for the remainder of the Term, Tenant shall be
23 entitled to pay Alternate Rent in lieu of Fixed Rent (but, in any event, shall continue to
24 pay all Additional Rent which becomes due and payable hereunder) until the Initial Co-
25 Tenancy Condition is satisfied and the Landlord gives Tenant notice thereof, subject to
26 any other applicable provisions of this Article 2). If this Lease is terminated hereunder,
27 neither party shall have any further liability under this Lease, except: (i) for those
28 obligations which survive the expiration or other termination of this Lease pursuant to the
29 express terms of, and any accrued and unpaid Rent under, this Lease, and (ii) Landlord
30 shall promptly reimburse Tenant for all of its reasonable third-party costs and expenses
31 incurred in connection with this Lease, including, without limitation, costs associated
32 with the preparation and review of plans and specifications, and attorney’s fees, not to
33 exceed Seventy-Five Thousand Dollars (\$75,000), and the costs incurred in connection
34 with performance of Tenant’s Work (less any Tenant Allowance, as hereinafter defined,
35 paid by Landlord to Tenant). If Tenant does not exercise its right to terminate this Lease
36 pursuant to this Section 2.5.3 within sixty (60) days following the first (1st) anniversary
37 of the Delivery Date, then commencing on the expiration of said 60-day period, Tenant
38 shall be deemed to have waived its right to terminate this Lease pursuant to this Section
39 2.5.3, and Tenant shall have no further right to pay Alternate Rent in lieu of Fixed Rent
40 under Section 2.5.2 above; provided, however, that nothing herein shall be construed to
41 limit Tenant’s rights under Article 22 below with respect to an Excess Vacancy (as
42 defined in said Article 22).

43 Section 2.6 Permits Contingency.

44 2.6.1 Tenant shall use diligent efforts to obtain all of Tenant’s Permits
45 (defined in Section 2.3.1(b) above) on or before **June 1, 2011** (the “*Outside Permit*
46 *Date*”). Tenant shall submit its initial application for the applicable Tenant’s Permits on
47 or before **March 1, 2011**, subject to Tenant’s receipt by such date of local Review Board
48 approval, which Tenant agrees to make application for on or before **February 1, 2011**.
49 Notwithstanding the provisions of this Article 2 to the contrary, if, despite Tenant’s
50 diligent efforts, all Tenant’s Permits have not been obtained by the Outside Permit Date,
51 then either Tenant or Landlord shall have the right, exercised by notice given to the other
52 prior to the unconditional grant of all of Tenant’s Permits, to terminate this Lease;

1 provided, however, that, in the event that Landlord exercises its termination right under
2 this Subsection 2.6.1, Tenant shall have the right to avoid Landlord's termination by
3 giving notice to Landlord, within fifteen (15) days after receiving Landlord's termination
4 notice, of Tenant's waiver of its rights under this Subsection 2.6.1, whereupon Landlord's
5 termination notice shall be rendered null and void. The date on which all Tenant's
6 Permits are unconditionally granted is referred to herein as the "**Permit Contingency**
7 **Date**". Tenant shall provide any reasonable information requested by the applicable
8 municipal authority with respect to the application for Tenant's Permits promptly
9 following its receipt of request therefor, and shall provide Landlord with copies of such
10 application and such information so requested and submitted.

11 2.6.2 In the event Tenant or Landlord elects to terminate this Lease
12 pursuant to this Section 2.6, this Lease shall cease and be deemed canceled and
13 terminated as of the date set forth in Tenant's or Landlord's notice of such termination
14 and upon such termination, Tenant and Landlord shall be relieved of any and all further
15 liability hereunder, except for those obligations which survive the expiration or other
16 termination of this Lease pursuant to the express terms of this Lease.

17 ARTICLE 3
18 IMPROVEMENTS

19 Section 3.1 Tenant's Work. Following the later of the Delivery Date or the
20 Permit Contingency Date, Tenant shall, at its sole cost and expense, commence and
21 pursue to completion the construction at the Premises of a typical Buy Buy Baby store,
22 inclusive of any and all work which Tenant desires to adapt the Premises to Tenant's use,
23 including without limitation the performance by Tenant of certain site work ("**Site**
24 **Work**") outside the Premises, as more particularly described on Exhibit D (i.e., the
25 widening of the sidewalk in front of the Premises and related work required by the
26 applicable governmental authorities) (collectively, "**Tenant's Work**"); and Tenant shall
27 use diligent efforts to Substantially Complete Tenant's Work within six (6) months
28 following the later of the Delivery Date or the Permit Contingency Date, and subject to
29 Section 3.3.1 below, will use diligent efforts to obtain a temporary or permanent
30 certificate of occupancy (or its local equivalent), unless such certificate is not available
31 for any reason other than Tenant's failure to perform Tenant's Work in compliance with
32 all Legal Requirements.

33 Section 3.2 Plan Approvals.

34 3.2.1 Preparation of Plans.

35 (a) Prior to the Effective Date, Landlord has delivered to Tenant
36 drawings showing the existing footprint, column layout, and interior clear dimensions of
37 the Premises (the "**Preliminary LOD**") [Limits of Demised]. Landlord represents and
38 warrants, to the best of its actual knowledge, that the Preliminary LOD is true and correct
39 and accurately depicts the building in which the Premises are located, and Landlord
40 acknowledges that Tenant is relying on the accuracy of the Preliminary LOD.

41 (b) Prior to the Effective Date, Tenant has delivered to Landlord,
42 and Landlord has approved, the revisions to the Preliminary LOD which Tenant intends
43 to make as part of Tenant's Work (the "**Revised LOD**"), including, without limitation, the
44 location of the interior structural grid (column layout), storefront opening, and mezzanine
45 and/or office core, the location and arrangement of the loading facilities, trash compactor
46 pad, and trash container pad(s), and any revisions to the interior clear dimensions. Tenant
47 has also delivered to Landlord Tenant's prototype drawings dated April 29, 2010 and
48 entitled Buy Buy Baby Prototype Drawings 2010.B (the "**Prototype Drawings**") which
49 shall be used to produce Tenant's Plans (as defined below) based on the Revised LOD.

(c) Simultaneously with its applications for Tenant's Permits, Tenant shall deliver to Landlord, for Landlord's information only, Tenant's plans ("Tenant's Plans") depicting Tenant's Work, including Tenant's elevation, modifications to the loading facilities in the rear of the Premises and any Site Work. Landlord shall have no approval rights with respect to Tenant's Plans or the work contemplated thereby so long as they: (i) comply with all Legal Requirements, (ii) are substantially consistent with Exhibits B, D-1, and F attached hereto and with the Revised LOD and Prototype Drawings, and (iii) do not materially reduce the structural soundness of the building containing the Premises.

3.2.2 Plan Changes. Tenant shall have the right to make changes to the Tenant's Plans delivered to Landlord pursuant to Subsection 3.2.1(c) above, without obtaining Landlord's consent, provided that the changes to Tenant's Plans do not result in exterior or structural work which materially deviates from the Tenant's Plans so delivered to Landlord and are otherwise in compliance with Section 3.2.1(c) hereof.

Section 3.3 Performance of Work.

3.3.1 Tenant's Work shall be performed in a good and workmanlike manner, in compliance with all applicable Legal Requirements, utilizing only new, first-class materials. Landlord shall pay any and all impact fees and related governmental charges in connection with the Shopping Center and the Premises. If Tenant's Permits and/or a temporary or permanent certificate of occupancy cannot be obtained (or Tenant cannot otherwise open the Premises for business) by reason of any then existing condition of the Shopping Center, Landlord shall remedy the situation so as to enable Tenant to obtain Tenant's Permits, and/or a temporary or permanent certificate of occupancy (or to enable Tenant to otherwise open the Premises for business), as the case may be, and (in addition to any rights and remedies to which Tenant may be entitled to under this Lease, at law, or in equity) the Rent Commencement Date shall be deemed delayed on a day-for-day basis for each day of delay in obtaining Tenant's Permits or such certificate of occupancy (or Tenant being unable to otherwise open for business) by reason of such existing condition. Tenant shall use reasonable efforts to ensure that its performance of Tenant's Work shall not interfere with the normal conduct of any business operations of another tenant or occupant of the Shopping Center.

3.3.2 If the Delivery Date shall not have occurred by one hundred fifty (150) days after the Effective Date (subject to (a) *Force Majeure*, not to exceed sixty (60) days in the aggregate, and (b) delays due to the actions of Tenant or Tenant's agents, employees or contractors in violation of Section 3.3.4 hereof, and provided that Landlord shall have given Tenant notice of such event of *Force Majeure* or Tenant delay, as the case may be, promptly after its occurrence), Tenant may thereafter, during such time as the Delivery Date has not occurred, consider Landlord to be in default hereunder and, at Tenant's option in its sole discretion (and as Tenant's sole and exclusive remedies), elect to:

(i) terminate this Lease, if Landlord shall fail to fully cure such default within thirty (30) days after receiving Tenant's notice thereof, in which event neither party shall have any further liability hereunder, except: (i) for those obligations which survive the expiration or other termination of this Lease pursuant to the express terms of this Lease, and (ii) Landlord shall be obligated to promptly reimburse Tenant, as Tenant's sole monetary remedy by reason thereof, for all its reasonable third-party costs and expenses incurred in connection with this Lease (including, without limitation, costs associated with the preparation and review of plans and specifications, attorney's fees, and the performance of Tenant's Work), not to exceed Fifty Thousand Dollars (\$50,000) and/or

1 (ii) avail itself of the remedies set forth in Section 16.2
2 below (provided, however, that the cure period set forth therein shall not be
3 applicable), and provided, further, however, Tenant shall have no right to sue for
4 monetary damages by reason of such default (except if Landlord fails to reimburse
5 Tenant in the event Tenant performs self-help); and/or

6 (iii) extend one or more times (but not for an aggregate
7 period of more than 90 days) the date set forth in this Subsection 3.3.2 to such
8 future date designated by Tenant in notice given to Landlord, and as to any
9 extension granted with respect to such date, in addition to any other rights and
10 remedies to which Tenant may be entitled, the Rent Commencement Date shall be
11 postponed by two (2) days for each day of the extension granted as to such date.

12 The election by Tenant of any one or more of the foregoing remedies shall not preclude
13 the subsequent election of any alternative remedy provided in this Section, this Lease, at
14 law, or in equity.

15 3.3.3 Intentionally Omitted.

16 3.3.4 Tenant's Right of Entry. Prior to the Delivery Date, Tenant may
17 enter upon the Premises for the purposes of inspecting the work, taking measurements,
18 making plans, erecting temporary or permanent signs and doing such other work as may
19 be appropriate or desirable without being deemed thereby to have taken possession or
20 obligated itself to pay Rent, provided, however, that Tenant shall not, during the course of
21 such work, materially interfere with the performance of Landlord's Work and shall
22 indemnify and hold Landlord harmless from and against any and all claims or losses
23 arising from Tenant's entry upon the Premises, except to the extent caused by Landlord,
24 its agents, employees, or contractors.

25 3.3.5 Tenant's Leasehold Improvements. Subject to Section 3.3.8 below,
26 Tenant's Work and all other improvements erected by Tenant with respect to the
27 Premises, together with any replacements thereof, shall be and remain the property of
28 Tenant throughout the Term, and Tenant alone shall be entitled to the benefits of
29 ownership thereof, including, but not limited to, depreciation of same as an asset for tax
30 purposes; provided that any improvements erected by Tenant which are in the nature of a
31 fixture attached to real property shall, when made, become the property of Landlord.

32 3.3.6 Work Requirements After Delivery Date. Following the Delivery
33 Date, any construction by Landlord or other tenants or occupants of the Shopping Center
34 affecting any portion of the Shopping Center shall be subject to the following terms and
35 conditions:

36 (a) staging and storage of materials and parking of construction
37 vehicles shall occur only within portions of the Shopping Center which are located
38 entirely outside of the Critical Area;

39 (b) Landlord shall diligently ensure that, from and after Tenant's
40 opening for business to the public, ingress, egress or passage of any construction, delivery
41 and related vehicles engaged in the performance of such work or other construction
42 activities shall not materially adversely interfere with the normal conduct of any business
43 operation in the Premises; and

44 (c) Landlord shall maintain the Shopping Center in a clean, safe,
45 and sightly condition, and shall use reasonable efforts to ensure that such construction
46 shall not materially adversely interfere with the normal conduct of any business
47 operations in the Premises.

3.3.7 Tenant's Trailer. Tenant shall have the right, subject to applicable Legal Requirements, to place a trailer in an area immediately behind the Premises, in the location shown on Exhibit B hereto, during the period commencing on the forty-fifth (45th) day prior to date on which Tenant has scheduled for the commencement of its fixturing in the Premises, until the twentieth (20th) day after said fixturing date (but not later than the date Tenant opens for business in the Premises), for the purpose of conducting employee interviews and recruiting.

3.3.8 Tenant Allowance and Fire Pump Allowance. Landlord shall pay to Tenant, in consideration for Tenant's construction of "Landlord's Special Improvements" (defined below) the sum of (1) One Million Dollars (\$1,000,000.00) (the "***Tenant Allowance***") and (2) fifty percent (50%) of the actual costs incurred by Tenant to purchase, install and construct the fire pump and related facilities described on Exhibit D hereto, provided that Landlord's share of such costs shall not exceed \$250,000.00 (the "***Fire Pump Allowance***"). The Tenant Allowance and Fire Pump Allowance shall be paid to Tenant as follows:

(a) Five Hundred Thousand Dollars (\$500,000.00) plus 50% of the Fire Pump Allowance shall be paid to Tenant within twenty (20) days after Landlord's receipt or the occurrence, as the case may be, of all of the following:

(i) completion of at least fifty percent (50%) of Tenant's Work, as certified to Landlord by Tenant and Tenant's architect;

(ii) receipt of a copy of a fully-executed standard form of contractor's requisition indicating that at least fifty percent (50%) of Tenant's Work has been completed;

(iii) at Tenant's discretion, either (y) a lien waiver from Tenant's general contractor to the extent of sums which have then become due to it, or (z) an agreement regarding mechanics' and materialman's liens in the form attached hereto as Exhibit N; and

(iv) a certification by Tenant as to the actual costs incurred with respect to the fire pump and related facilities described on Exhibit D and the amount of the Fire Pump Allowance as of the date of such certification.

(b) The balance of the Tenant Allowance and the Fire Pump Allowance shall be paid to Tenant within twenty (20) days after the later to occur of Substantial Completion of Tenant's Work in accordance with the Tenant's Plans, as certified to Landlord by Tenant's architect, and Landlord's receipt of all of the following:

(i) a copy of a fully executed standard form of contractor's requisition indicating substantial completion of Tenant's Work;

(ii) at Tenant's discretion, either (y) a lien waiver from Tenant's general contractor, or (z) an agreement regarding mechanics' and materialman's liens in the form attached hereto as Exhibit N;

(iii) a temporary or permanent certificate of occupancy (or its local equivalent), unless such certificate is not available for any reason other than Tenant's failure to perform Tenant's Work in compliance with all Legal Requirements. Tenant agrees that if a temporary certificate of occupancy is issued, Tenant shall make reasonable efforts to obtain a permanent certificate of occupancy within a reasonable period of time thereafter, subject to Landlord's compliance with Section 3.3.1 hereof with respect thereto; and

(iv) a certification by Tenant as to the actual costs incurred with respect to the fire pump and related facilities described on Exhibit D and the amount of the Fire Pump Allowance as of the date of such certification.

Simultaneously with the execution of this Lease, Landlord has deposited into escrow with Equitable Abstract Co., Inc. (the "*Escrow Agent*") pursuant to a certain Escrow Agreement of even date herewith (the "*Escrow Agreement*") the sum of \$1,250,000 (the "*Escrow Funds*") to secure the payment of the Tenant Allowance and the Fire Pump Allowance. The Escrow Agreement provides for the Escrow Funds (or the applicable portion thereof) to be delivered to Tenant within five (5) days after the delivery to Escrow Agent of written statements signed by Landlord and Tenant directing Escrow Agent to do so.

If Landlord fails to direct Escrow Agent in writing to release the Tenant Allowance and/or Fire Pump Allowance or applicable portion thereof within fifteen (15) days of Landlord's receipt of the applicable documentation or occurrence of all of the events set forth above, then in addition to the rights and remedies under Section 16.2 of this Lease, Tenant shall have the right to a credit against one hundred percent (100%) of the Fixed Rent (but not the Additional Rent) payable by Tenant hereunder, together with interest thereon at a rate equal to the then effective prime rate as published from time to time in the "Money Rates" section of *The Wall Street Journal* (or any successor publication thereto) plus four percent (4%). The Tenant Allowance and Fire Pump Allowance are an offset (and not an inducement) for Tenant's construction, on behalf of Landlord, of Tenant's Work (the "*Landlord's Special Improvements*") (which Landlord's Special Improvements, together with any replacements thereof, when completed shall be the property of Landlord, subject to use by Tenant of same during the Term of, and in accordance with, this Lease). Landlord alone shall be entitled to depreciate the Landlord's Special Improvements as an asset for tax purposes, and Tenant shall not recognize income with respect to the Tenant Allowance and/or Fire Pump Allowance. Tenant shall be responsible for and herewith agrees to pay all costs of Tenant's Work in excess of the Tenant's Allowance and Fire Pump Allowance, together with any replacements thereof, and Tenant's Work (except for Landlord's Special Improvements) shall be and remain the property of Tenant throughout the Term, and Tenant alone shall be entitled to the benefits of ownership thereof, including, without limitation, depreciation of same as an asset for tax purposes. Within fifteen (15) days after Tenant's receipt of payment in full of the Tenant Allowance and the Fire Pump Allowance, Tenant shall direct Escrow Agent to release any and all remaining Escrow Funds to Landlord.

3.3.9 Tenant's Staging Area. Subject to applicable Legal Requirements, Tenant intends to utilize a staging area for its construction vehicles, equipment and materials in the location marked "*Staging Area*" shown on Exhibit B hereto during the period commencing on the Delivery Date and ending on the date (the "*Staging Area Removal Date*") which is the twentieth (20th) day after Tenant commences its fixturing in the Premises (but not later than the date Tenant opens for business in the Premises). All such construction vehicles, equipment and materials shall be located within such Staging Area. Tenant shall properly secure the Staging Area. Tenant shall be responsible for all damage or loss resulting from the use of such Staging Area by Tenant and its contractors and shall cause the Staging Area to be used in a manner that will not impede the use of the Common Areas or the access of other tenants and occupants of the Shopping Center (and/or their customers, contractors, employees, agents and/or delivery vehicles) to their premises. Within five (5) days after the Staging Area Removal Date, Tenant shall remove all construction vehicles, equipment and materials from the Staging Area, and return the Staging Area to substantially the condition that existed prior to Tenant's use of such Common Area as Staging Area.

Section 3.4 Measurement: Premises and Shopping Center.

3.4.1 Landlord and Tenant agree that the Floor Area of the Premises shall be deemed to be Twenty-Five Thousand (25,000) square feet as of the Effective Date, notwithstanding its actual measurement upon completion of Tenant's Work to the contrary. Landlord hereby represents and warrants that, as of the Effective Date, the Floor Area of the Shopping Center (inclusive of the Premises) is 408,138 square feet.

ARTICLE 4

FIXED RENT AND TAXES: DETERMINATION AND PAYMENT

Section 4.1 Fixed Rent. Commencing on the Rent Commencement Date and continuing throughout the Term, Tenant shall pay to Landlord the Fixed Rent, in equal successive monthly installments, in advance, on the first day of each and every calendar month throughout the Term, except that Fixed Rent payable for any partial calendar month during the Term shall be prorated based on a 365-day year. Fixed Rent shall be paid without deduction or set-off, except to the extent otherwise expressly provided herein.

Section 4.2 Payment of Rent. All Rent shall be mailed or otherwise delivered to Landlord's Mailing Address above or, upon at least thirty (30) days' prior notice to Tenant, to such other address as Landlord may from time to time designate. Landlord acknowledges and agrees that for administrative purposes, Tenant may designate a corporation or other entity to act as paying agent (the "*Paying Agent*"), to make all Rent payments due to Landlord under this Lease. Said designation (which may be revoked by Tenant at any time) is not intended as, and shall not constitute, an assignment of any rights or obligations of Tenant to the Paying Agent, and Tenant shall remain primarily liable for payment of Rent under this Lease. All payments of Rent received by Landlord from the Paying Agent shall be credited to Tenant as if such payments of Rent had been made by Tenant directly to Landlord.

Section 4.3 Real Estate and Other Taxes.

4.3.1 Landlord shall pay (or will cause its Mortgagee to pay) on or before the due dates thereof all "Taxes" (defined in Subsection 4.3.3 below) other than personal property taxes levied against tenants. Throughout the Term, Landlord shall cause the Shopping Center to be maintained entirely within tax parcels and lots that exclude any property not a part of the Shopping Center.

4.3.2 (a) Tenant shall pay to Landlord Tenant's Pro Rata Share of the Taxes which accrue during the Term, subject to the provisions of this Section 4.3. Any Taxes for a real estate fiscal tax year, only a part of which is included within the Term, shall be adjusted between Landlord and Tenant on the basis of a 365-day year as of the Rent Commencement Date or the date on which the Term expires or earlier terminates, as the case may be, for the purpose of computing Tenant's Pro Rata Share of Taxes. Subject to compliance with the terms of any mortgage or deed of trust encumbering the Shopping Center on the Effective Date, if, by law, any Taxes may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid balance thereof), Landlord shall exercise such option so as to maximize the number of installments, and Landlord shall pay the same as they come due and before any fine, penalty, interest, a loss of discount or cost may be added thereto for nonpayment thereof.

(b) Landlord shall submit to Tenant a copy of the bill for Taxes issued by the applicable taxing authority, a computation of Tenant's Pro Rata Share of such Taxes and (no more than once annually) proof of the payment of Taxes for the previous calendar year, as well as copies of all notices concerning assessments, tax rates, and changes thereto. Tenant shall pay Landlord in the amount required by this Subsection

1 4.3.2 within thirty (30) days after receipt of such bill (but in no event earlier than the
2 fifteenth (15th) day prior to the date on which such Taxes would become delinquent).

3 (c) In the event that Landlord's Mortgagee shall require Landlord
4 to escrow monthly payments for Taxes, then, so long as such escrow shall be so required
5 and tenants and occupants (excluding Tenant) occupying no less than 70% of the Floor
6 Area of the Shopping Center, in the aggregate, are similarly required to make monthly
7 payments to Landlord with respect to Taxes, Tenant shall, in lieu of making payments
8 pursuant to subparagraph (b) above, pay Landlord monthly with each installment of Fixed
9 Rent an amount equal to one-twelfth (1/12) of Tenant's Pro Rata Share of Landlord's (or
10 Landlord's Mortgagee's) good faith estimate of such Taxes for the then applicable fiscal
11 tax year(s) only. Such payments shall be held in trust to be applied towards payment of
12 the Taxes when the same shall become due. Within thirty (30) days following the
13 issuance by all applicable taxing authorities of the bills covering the applicable fiscal tax
14 year, Landlord shall provide to Tenant a statement, in detail reasonably satisfactory to
15 Tenant, of the Taxes and Tenant's Pro Rata Share thereof for such year (the "**Tax
16 Reconciliation Statement**"). The Tax Reconciliation Statement shall be certified by
17 Landlord as being accurate and shall be accompanied by (x) copies of the applicable tax
18 bills, (y) a calculation of Tenant's Pro Rata Share of Taxes, and (z) payment to Tenant in
19 the amount of any overpayment made by Tenant in respect of the applicable fiscal tax
20 year. If Tenant's Pro Rata Share of the actual Taxes for a fiscal tax year shall exceed the
21 aggregate monthly installments paid by Tenant in respect of said fiscal tax year, Tenant
22 shall pay to Landlord the deficiency within thirty (30) days after receipt of such notice. If
23 Landlord fails to timely remit to Tenant the amount of any overpayment, Tenant shall
24 have the right (in addition to any rights and remedies to which it may be entitled under
25 this Lease, at law, or in equity) to offset such amount from payments of Rent next
26 becoming due hereunder, together with interest thereon at the Lease Interest Rate from
27 the date such remittance is due until reimbursement or full satisfaction by credit.

28 4.3.3 As used herein, "**Taxes**" shall mean all general, *ad valorem* real
29 estate taxes, and assessments for betterments and improvements that are levied or
30 assessed by any lawful authority on the Shopping Center (general or special), including
31 any substitution therefor, in whole or in part, due to a future change in the method of
32 taxation. Taxes shall be reduced by any deferral, abatement, or other tax-lowering
33 adjustment received by Landlord from the taxing authorities. For purposes of computing
34 Tenant's Pro Rata Share of Taxes, Taxes shall not include any: (1) income, excise,
35 profits, estate, inheritance, succession, gift, transfer, franchise, capital, or other tax or
36 assessment upon Landlord or upon the rentals payable under this Lease (unless the
37 present method of taxation is changed so that such franchise or capital tax or assessment,
38 or tax or assessment on rentals, is imposed or levied as a total or partial substitute for
39 other Taxes); (2) taxes on rents (other than to the extent that such taxes are customarily
40 paid by retail tenants in the state in which the Shopping Center is located), gross receipts
41 or revenues of Landlord from the Premises; (3) fine, penalty, cost or interest for any tax
42 or assessment, or part thereof, which Landlord or its lender failed to timely pay (except if
43 same are caused by an Event of Default); (4) assessment for a public improvement arising
44 from the expansion of the Shopping Center or the Premises (it being agreed that all
45 assessments imposed during the Term which are permitted to be included within Taxes
46 hereunder shall, for the purposes of computing Tenant's Pro Rata Share thereof, be
47 deemed to have been paid in the maximum number of installments permitted by the
48 applicable taxing authority); (5) Taxes resulting directly from an increase in the
49 assessment caused by a sale or ground lease of all or any portion of the Shopping Center
50 to an Affiliate of Landlord; or (6) fees imposed upon Landlord in connection with
51 Landlord's future or further development of the Shopping Center after the Effective Date
52 (including, without limitation, trip generation fees). All Taxes payable by Tenant
53 pursuant to this Section 4.3 shall be determined as if the Shopping Center was the only
54 property owned by Landlord. Landlord represents to Tenant that, as of the Effective Date

1 and, to the best of Landlord's knowledge, as of the anticipated Delivery Date, no portion
2 of the Shopping Center is or will be (i) subject to or the beneficiary of an abatement,
3 exemption and/or phase-in of Taxes, (ii) subject to any special assessments or similar
4 charges, or (iii) included in any special improvement district(s) which would result in
5 higher sales taxes or other similar impositions than would exist in the absence of such
6 district(s). Landlord estimates that the Tenant's Pro Rata Share of Taxes for the first full
7 calendar year of this Lease will be approximately \$5.08 per square foot of Floor Area in
8 the Premises.

9 4.3.4 Landlord shall have the sole right to contest any valuation of the
10 Shopping Center or Taxes. If Landlord shall elect not to contest the amount or validity of
11 any assessed valuation or Taxes, then Tenant shall have the right, at its own cost and
12 expense, to contest the assessed valuation or Taxes by appropriate proceedings conducted
13 in good faith, whereupon Landlord shall cooperate with Tenant (at no out-of-pocket cost
14 or expense to Landlord, other than de minimis expenses), execute any and all documents
15 required in connection therewith and, if required by any governmental authority having
16 jurisdiction, join with Tenant in the prosecution thereof. Notwithstanding the foregoing,
17 if tax certiorari counsel selected by Landlord recommends against the filing of
18 proceedings contesting the amount or validity of any assessed valuation or Taxes and
19 Tenant is notified of same prior to Tenant commencing the applicable proceeding, then
20 (unless tenants of the Shopping Center (including Tenant), leasing fifty percent (50%) or
21 more of the aggregate Floor Area of the Shopping Center, desire such contest) Tenant
22 shall not file such proceedings. If, as a result of any contest or otherwise, any rebate or
23 refund of Taxes is received (of which Tenant has paid Tenant's Pro Rata Share), Tenant
24 shall be entitled to Tenant's Pro Rata Share thereof (after reasonable and customary
25 expenses incurred by Landlord and/or Tenant in connection with such contest are paid to
26 the party which incurred such expense). Notwithstanding the foregoing, if Tenant is the
27 sole occupant of the tax lot on which the Premises is located, then Tenant shall have the
28 right to contest the assessed valuation or Taxes without first requesting that Landlord do
29 so. If, as a direct result of a contest undertaken by Tenant under this Section 4.3.4 Taxes
30 are increased, Tenant shall pay the entire amount of such increase in Taxes (in the same
31 manner that Tenant pays Tenant's Pro Rata Share of Taxes under Subsection 4.3.2(b)
32 above).

33 ARTICLE 5
34 COMMON AREAS, THEIR USE AND CHARGES

35 Section 5.1 Common Areas: Maintenance.

36 5.1.1 Maintenance of Common Areas. Landlord shall operate, maintain,
37 repair and replace the Common Areas as required by this Lease and otherwise to the
38 standard by which Common Areas of first-class shopping centers Westchester County,
39 New York are operated, maintained, repaired and replaced, including, without limitation,
40 snow, ice, rubbish and debris removal (including installation and maintenance of
41 sidewalk refuse containers), landscaping (including, without limitation, the trimming and
42 pruning of trees to avoid interference with the use or visibility of canopies or signs on the
43 exterior of the Premises), adequate lighting, liability and casualty insurance, supervision,
44 use, parking lot paving and striping, pylon and monument signs, drainage, utility conduits
45 and pipes (including electrical) serving the Common Areas, irrigation system, security (as
46 reasonably required) and control of all Common Areas, and Landlord shall comply with
47 all applicable Legal Requirements.

48 5.1.2 Tenant's Contribution Towards Common Areas Charges.

49 (a) During the Term, as Tenant's contribution ("**Tenant's**
50 **Contribution**") towards the costs (hereinafter referred to as the "**Common Areas**
51 **Charges**") paid by Landlord to operate, maintain, insure, repair and replace the Common

1 Areas, as provided in Section 5.1.1, Tenant shall pay (i) Tenant's Fixed CAM, (ii)
2 Tenant's Pro Rata Share of snow and ice removal costs for the Shopping Center (which
3 Landlord reasonably estimates to be approximately \$.24 per square foot of Floor Area in
4 the Premises for the first full calendar year of the Term), and (iii) Tenant's Pro Rata Share
5 of the reasonable premiums for insurance required to be maintained by Landlord under
6 Section 10.3 below (the costs described in clauses (ii) and (iii) are herein collectively
7 called the "**Reimbursable Costs**"). No administrative and/or management fees shall be
8 permitted to be included in or added to Tenant's Contribution. Tenant's Contribution
9 shall be paid in equal monthly installments on the first day of each calendar month, in
10 advance, during each calendar year based on Landlord's reasonable budget for the
11 Reimbursable Costs.

12 (b) Within one hundred twenty (120) days after the end of each
13 calendar year, Landlord shall provide to Tenant a statement, in detail reasonably
14 satisfactory to Tenant, of the Reimbursable Costs for such year, which statement shall be
15 prepared in accordance with generally accepted accounting principles (or successor
16 accounting standards) consistently applied (the "**CAC Reconciliation Statement**"). The
17 CAC Reconciliation Statement shall be certified by Landlord as being accurate and shall
18 be accompanied by a calculation of Tenant's Pro Rata Share of the Reimbursable Costs,
19 and payment to Tenant in the amount of any overpayment made by Tenant during the
20 preceding calendar year. If Tenant's Pro Rata Share of the actual Reimbursable Costs for
21 a calendar year shall exceed the aggregate monthly installments paid by Tenant during
22 said calendar year, Tenant shall pay to Landlord the deficiency within sixty (60) days
23 after receipt of such notice. Upon Tenant's request, Landlord shall promptly deliver to
24 Tenant copies of relevant backup materials (including, but not limited to, contracts,
25 correspondence and paid invoices) reasonably required by Tenant. If Landlord fails to
26 timely remit to Tenant the amount of any overpayment hereunder, Tenant shall have the
27 right (in addition to any rights and remedies to which it may be entitled under this Lease,
28 at law, or in equity) to offset such amount against fifty percent (50%) of each successive
29 installment of Fixed Rent next becoming due hereunder, together with interest thereon at
30 the Lease Interest Rate from the date such remittance is due until reimbursement or full
31 satisfaction by credit (it being agreed that Tenant shall be entitled to offset against larger
32 percentages of each successive installment of Fixed Rent if the aforesaid fifty percent
33 (50%) offset is insufficient to reimburse Tenant in full, taking into account the then
34 remaining number of installments of Fixed Rent payable by Tenant hereunder).

35 5.1.3 Exclusions from Reimbursable Costs.

36 (a) The Reimbursable Costs shall not include (1) any costs
37 resulting from insurance deductibles or any payments made under any self-insurance
38 policy maintained by Landlord; (2) those portions of Landlord's insurance premiums
39 which are reimbursed to Landlord by any other tenant in the Shopping Center other than
40 through the payment of such tenant's proportionate share of insurance premiums
41 otherwise includable as part of Common Areas Charges; (3) sums paid or owed by
42 Landlord to any tenant in the Shopping Center; (4) sums incurred as late payment fees,
43 penalties or interest; (5) costs and expenses payable to Landlord or its Affiliate, to the
44 extent that such costs and expenses exceed competitive costs and expenses for materials
45 and services by unrelated persons or entities of similar skill and experience; (6) the cost
46 of mechanized equipment for snow and ice removal (but not the straight-line depreciation
47 thereof over its useful life, as determined in accordance with generally accepted
48 accounting principles (or successor accounting standards)); (7) reserves for anticipated
49 future expenses; and (8) any cost or expense relating to administration and/or
50 management.

51 (b) In addition, if any tenant or other occupant of the Shopping
52 Center (i) performs snow and ice removal for the Common Areas adjoining its premises
53 or provides the insurance required to be maintained pursuant to Section 10.3 below for its

premises and/or such Common Areas, the cost of which would otherwise be includable in the Reimbursable Costs, and/or (ii) pays directly for costs which would otherwise be included in the Reimbursable Costs, then the costs associated with or attributable to any of the foregoing shall be excluded from the Reimbursable Costs, and the denominator used to determine Tenant's Pro Rata Share of such costs (and only such costs) shall be reduced by the Floor Area occupied by such tenant or other occupant. In applying the provisions hereof, Landlord shall act equitably, taking into account, for example, the relationship of the size of the Common Areas maintained by the other tenant or occupant to the size of its premises.

(c) Tenant's Contribution and the Reimbursable Costs for any period during the Term which constitutes less than a full calendar year shall be equitably prorated.

5.1.4 Tenant's Right to Audit. Tenant shall have the right, within three (3) years after receiving any CAC Reconciliation Statement (and not more than once annually) to audit Landlord's books and records to verify Landlord's calculation of the Reimbursable Costs for the applicable calendar year as reflected therein and Tenant's Pro Rata Share thereof. Upon Tenant's request, Landlord shall promptly deliver to Tenant copies of relevant backup materials (including, but not limited to, contracts, correspondence and paid invoices) reasonably required by Tenant. In the event of an error in Landlord's favor, Landlord shall refund the overcharge to Tenant within thirty (30) days after Tenant's demand therefor, and if the overcharge exceeds three (3%) percent of Tenant's Pro Rata Share of the Reimbursable Costs, Landlord shall pay to Tenant the reasonable expenses of the audit within thirty (30) days after Tenant's demand therefor, failing which, Tenant shall have the right (in addition to any rights and remedies to which it may be entitled under this Lease) to offset such amount from payments of Rent next becoming due hereunder, together with interest thereon at the Lease Interest Rate from the date such remittance is due until reimbursement or full satisfaction by credit. Landlord shall maintain all books and records pertaining to a calendar year for at least three (3) years after it delivers to Tenant a CAC Reconciliation Statement for such calendar year. Tenant shall keep the results of any such audit confidential, provided that nothing contained herein shall restrict Tenant from disclosing such information as may be required by applicable Legal Requirements, or to its accountants, attorneys or *bona fide* prospective assignees or subtenants (provided that each of such recipients shall be bound by the same non-disclosure provisions as are imposed upon Tenant). Tenant shall not employ an auditor to conduct an audit who is paid on a contingency basis, Tenant shall require in its contract with its auditor that the auditor keep the results of any such audit confidential and agrees to make reasonable efforts to cause the auditor to comply with such obligation [it being agreed that should such auditor violate such obligation, Tenant shall, at Landlord's request, assign to Landlord its right to enforce such obligation against the auditor, provided such assignment is legally permissible]. Any dispute by Landlord with respect to an audit by Tenant shall be submitted to arbitration in accordance with the provisions of Section 16.3 below.

5.1.5 In no event shall Tenant be required to join, participate in or contribute to any promotional fund, marketing fund or merchants' association.

Section 5.2 Common Areas: Restrictions.

5.2.1 Continuous Access. No entrances, exits, approaches and means of ingress and egress to, from, and/or within the Shopping Center or the Premises as shown on Exhibit B hereto shall be interrupted or disturbed by any act or omission of Landlord during the Term, except in the event of an emergency or as may be otherwise required by applicable Legal Requirements, or on a temporary basis in order to make ordinary repairs or perform Common Areas maintenance, in any of which events Landlord shall use reasonable efforts to give Tenant advance notice of same and to minimize interference to

1 Tenant's normal business operations in the Premises as a result thereof. Notwithstanding
2 the foregoing, Landlord shall be permitted, upon at least thirty (30) days prior notice to
3 Tenant, to temporarily close the Common Areas, for the minimum time legally necessary
4 to prevent a dedication thereof or an accrual of any rights in any person or the public
5 generally therein; provided that such closure shall not occur during August, November or
6 December of any calendar year.

7 5.2.2 No Alterations. Landlord shall not, without obtaining Tenant's prior
8 written consent in each instance, which consent may be withheld in its sole discretion:
9 (i) alter the area of the Shopping Center or the location, availability, or size of any
10 Common Area improvement located within the Critical Area, from that shown on
11 Exhibit B hereto (except as may be required by Legal Requirements or a Taking, as
12 hereinafter defined); (ii) construct or permit to be constructed any structures in the
13 Critical Area (including, without limitation, any buildings, kiosks, booths, signs or similar
14 structures in the Critical Area), other than as shown on Exhibit B hereto; or (iii)
15 materially change the entrances or exits to and from the Shopping Center, or the curb
16 cuts, roadways, drive aisles, sidewalks or other elements of the Common Areas, or the
17 number, location or layout of parking spaces, located within the Critical Area from those
18 shown on Exhibit B hereto. Landlord shall neither perform nor permit to be performed,
19 any construction, repairs or replacements to any portion of the Shopping Center (except
20 in the event of an emergency, as may be required by Legal Requirements or leases, or in
21 order to fit out a new tenant) during the months of August, November and December of
22 any year, without the prior consent of Tenant, which consent may be withheld in Tenant's
23 sole discretion; provided, however, in no event shall Landlord maintain or permit to be
24 maintained any staging and storage of materials and/or parking of construction vehicles in
25 the Common Areas in the front part of the Shopping Center in connection with the fit out
26 of a new tenant during the period from November 15 through December 31 of any year.

27 5.2.3 Outparcels. In addition to the provisions of Subsection 5.2.2 above,
28 during the Term, the following restrictions shall encumber and bind the outparcels
29 (collectively, the "Outparcels" and individually, an "Outparcel") designated on Exhibit B
30 hereto as "Parcel A," "Parcel B," and "Parcel C": (a) no more than one building shall be
31 constructed on any Outparcel; (b) no building shall exceed one story in height; (c) no
32 building shall exceed the greater of (i) thirty (30) feet in height or (ii) the current height of
33 the existing building on such Outparcel (inclusive of the height of all types of projections
34 or architectural treatments or embellishments thereon, such as, but without limitation,
35 HVAC equipment, parapets, mansards, signs, satellite dishes, and antennae); (d) the Floor
36 Area of any building constructed on an Outparcel shall not exceed 115% of the Floor
37 Area of the existing building on such Outparcel, as shown on Exhibit B hereto; and (e)
38 the parking requirements for the Shopping Center set forth in Section 5.2.4 below shall
39 continue to be complied with. For purposes of this Subsection 5.2.3, the Floor Area of
40 any building constructed on an Outparcel shall also be deemed to include outdoor
41 balconies, patios or other outdoor areas utilized for retail sales or food or beverage service
42 (exclusive of drive through or walk-up take-out food or beverage service).

43 5.2.4 Parking Area. During the Term, Landlord shall maintain in the
44 Shopping Center, at a minimum, the greater of (i) the number of parking spaces required
45 by applicable Legal Requirements, without variance, or (ii) four (4) ground-level parking
46 spaces for every one thousand (1,000) square feet of Floor Area in the Shopping Center,
47 with each such space being at least nine (9) feet in width and eighteen (18) feet in length.
48 Parking spaces shall at all times be clearly marked by painting, striping or otherwise.
49 Except as expressly permitted in this Section 5.2.4 below, Landlord shall not designate
50 specific parking spaces for use by other tenants or occupants of the Shopping Center, nor
51 shall Landlord authorize any person or entity to use the parking areas other than Tenant,
52 the other tenants and occupants of the Shopping Center, and their respective employees,
53 agents, subtenants, concessionaires, licensees, customers, and invitees (and Landlord shall

1 make reasonable and diligent efforts to cause such unauthorized persons and entities to
2 cease their use of the parking areas). There shall be no charge whatsoever levied for the
3 use of any parking areas within the Shopping Center. Landlord shall not permit overnight
4 parking in the Shopping Center, except that Tenant shall be entitled to park overnight,
5 adjacent to Tenant's loading dock in the rear of the Premises, one box truck that is used
6 exclusively for delivery of merchandise purchased by Tenant's customers.
7 Notwithstanding the foregoing to the contrary, four (4) parking spaces shall be permitted
8 to be designated by Tenant for use by expectant mothers and/or parents with infants who
9 are customers of the Shopping Center (the "*Expectant Mother Parking Spaces*") in the
10 location identified on Exhibit B as the "Expectant Mother Parking Area". The Expectant
11 Mother Parking Spaces shall be prominently marked and/or signed as intended for use by
12 expectant mothers and/or parents with infants who are customers of the Shopping Center.
13 Tenant's signs for the Expectant Mother Parking Spaces are included in Exhibit F and
14 Tenant shall be permitted to install such signs, at its expense. Landlord shall have the
15 right to designate up to three (3) parking spaces in the Shopping Center, in the aggregate,
16 for the exclusive or restrictive use of customers of a particular store provided that each
17 such parking space is located immediately in front of such tenant's store and more than
18 300 feet from the Premises. Landlord shall use commercially reasonable and diligent
19 efforts to enforce the foregoing restrictions.

20 5.2.5 Lighting. Throughout the Term, Landlord shall keep the Common
21 Areas fully lighted and open to the customers of the Shopping Center seven (7) days a
22 week from dusk until 11:00 p.m. Monday through Saturday and until 10:00 p.m. on
23 Sunday ("*Normal Hours*"). Upon request of Tenant, Landlord shall keep the Common
24 Areas lighted for as long after Normal Hours as Tenant shall request, provided Tenant
25 shall pay for a share of the reasonable cost of said requested lighting, which share shall be
26 equal to the product of (x) such cost, and (y) a fraction, the numerator of which shall be
27 the number of square feet of Floor Area within the Premises and the denominator of
28 which shall be the aggregate number of square feet of Floor Area of all premises within
29 the Shopping Center (including the Premises) open later than Normal Hours (excluding,
30 however, those tenants and occupants who separately control and pay for their own
31 Common Area lighting). In addition to the foregoing, Landlord shall provide for low
32 level security lighting from one (1) hour after the close of business in the Premises until
33 dawn. Notwithstanding anything in this Subsection 5.2.5 to the contrary, Landlord may
34 elect to keep the Common Areas lighted after Normal Hours, and the costs of said
35 lighting shall be deemed included in Tenant's Fixed CAM (and not charged to Tenant
36 under this Subsection).

37 5.2.6 Repairs. During the Term, any construction or repair by Landlord
38 permitted or required under this Lease and undertaken in the Common Areas or in any
39 other portion of the Shopping Center shall:

40 (a) to the extent performed or staged within the Common Areas,
41 not be performed during the months of August, November, or December of any year,
42 except in the event of an emergency, as may be required by Legal Requirements or leases,
43 or in order to fit out a new tenant; provided, however, in no event shall Landlord maintain
44 or permit to be maintained any staging and storage of materials and/or parking of
45 construction vehicles in the Common Areas in the front part of the Shopping Center in
46 connection with the fit out of a new tenant during the period from November 15 through
47 December 31 of any year;

48 (b) to the extent performed or staged within the Common Areas,
49 be commenced only upon at least five (5) days' prior notice to Tenant (except in an
50 emergency, in which event Landlord shall only be required to give such notice as is
51 reasonable under the circumstances); and

(c) be performed in accordance with the requirements of Section 3.3.6 above and in such a manner so as not to materially interfere with the normal conduct of any business operations in the Premises.

5.2.7 Rules and Regulations. Tenant shall comply with the rules and regulations of the Shopping Center as established from time to time by Landlord, within sixty (60) days after Landlord notifies Tenant thereof, provided they: (i) are reasonable, (ii) do not adversely affect (other than to a de minimis extent) the normal conduct of any business operations in the Premises, (iii) do not adversely affect any (other than to a de minimis extent) of Tenant's rights under this Lease, and (iv) are uniformly enforced against all tenants of the Shopping Center and without prejudice against Tenant. In the event of any conflict between the provisions of this Lease and any rules or regulations, the provisions of this Lease shall prevail and govern.

5.2.8 Miscellaneous.

(a) **No Promotional Use.** Landlord shall not use or permit the use of all or any portion of the Common Areas for retail sales or for promotional purposes. Notwithstanding the foregoing provision, Tenant shall be permitted to (and Landlord may, in its discretion, permit other tenants of the Shopping Center to) display seasonal merchandise and conduct sidewalk sales in front of their respective stores only, provided that such sales shall: (A) be conducted in a manner consistent with sidewalk sales in first-class shopping centers in the state in which the Shopping Center is located, (B) not materially interfere with normal pedestrian access over the sidewalks, and (C) not materially interfere with the normal business operations of Tenant in the Premises or materially impair the visibility of Tenant's signage. Landlord shall not authorize any solicitation, distribution of handbills, picketing, or other public demonstration in the Common Areas (and Landlord shall make reasonable and diligent efforts to cause any person or entity performing any of such activities to cease same), except as otherwise may be mandated or permitted by applicable Legal Requirements.

(b) **Trash Compactor and Containers.** Tenant shall be permitted to maintain and operate, at no extra charge: (i) a trash compactor in the portion of the Common Areas designated on Exhibit B hereto as "Trash Compactor Pad"; and (ii) a trash container(s) in the portion(s) of the Common Areas designated on Exhibit B hereto as "Trash Container Pad". Tenant, at its sole cost and expense, shall keep the trash compactor and containers neat and clean and repair any damage caused by use and storage of such compactor and containers. Tenant, at its sole cost and expense, shall arrange for carting of its own trash.

(c) **Shopping Carts.** Tenant shall be permitted (and required) to store its shopping carts either in the Premises or in such exterior cart corrals as may be reflected on Exhibit B. With respect to shopping carts provided by Tenant for the use of its customers, Tenant will use reasonable and diligent efforts, in good faith, consistent with good shopping center practices, to remove same from the Common Areas during each business day.

(d) **Cellular Towers.** No transmission and/or reception towers for wireless telephone or internet communications shall be permitted within the Shopping Center. It is hereby acknowledged and agreed that this Subsection (d) is not intended to prohibit tenants of the Shopping Center from erecting and maintaining antennae and Satellite Dishes on the roofs of their respective premises for use in connection with their business activities at the Shopping Center; provided, however, that the erection and maintenance of such antennae and Satellite Dishes by other tenants (i) is in compliance with the applicable terms of this Lease, and (ii) does not diminish or adversely affect Tenant's rights under Section 8.1.4 hereof.

(e) Temporary Storage Containers. Tenant shall be permitted to utilize the loading facilities serving the Premises (shown on Exhibit B) for seasonal storage purposes, subject to applicable Legal Requirements. Tenant shall be permitted to maintain temporary storage containers or trailers in the locations designated on Exhibit B hereto during the Term, subject to applicable Legal Requirements.

ARTICLE 6

UTILITIES

Section 6.1 Utility Service. From and after the Delivery Date and continuing thereafter through the end of the Term, Tenant shall be solely responsible for and shall pay the cost of utilities services (including, without limitation, electricity, gas, water, sanitary sewer, alarm and telecommunications) consumed on or in the Premises by Tenant. Tenant shall not be obligated to purchase utility service(s) directly from Landlord, or from any utility provider designated by Landlord. Landlord shall provide separate utility meters exclusively serving the Premises, at its sole cost and expense (including, without limitation, all connection and hook-up fees). Tenant's entry upon the Premises prior to the Delivery Date shall not constitute a waiver by Tenant of Landlord's obligation to pay the costs of all utility charges incurred in the Premises prior to the Delivery Date, provided that Tenant shall pay all costs for utilities consumed by Tenant in Tenant's performing work in the Premises prior to the Delivery Date. Landlord shall not permit the capacity of utility lines available for use at the Premises to be reduced or overloaded by any other persons or entities. Landlord shall permit Tenant and its telecommunications provider full and free access to, and use of, available telecommunications conduits in the Shopping Center for the provision of telecommunications service to the Premises, subject to such reasonable requirements as Landlord may impose.

Section 6.2 Interruption. Notwithstanding any provision of this Lease to the contrary, in the event utilities serving the Premises are disrupted due to the negligence or willful acts of Landlord, its agents, contractors, servants or employees, Landlord shall promptly restore the affected utilities at Landlord's sole cost and expense. If the disrupted utilities are not restored within forty-eight (48) hours after the Landlord has knowledge of the disruption, and Tenant is unable to conduct its normal business in the Premises as a result thereof, Rent shall be equitably abated during the period of disruption, from and after the expiration of such 48-hour period.

ARTICLE 7

SIGNS

Section 7.1 Tenant's Building Signage. Subject to compliance with applicable Legal Requirements, Tenant shall have the exclusive right, in connection with Tenant's Work, and thereafter during the Term, at its sole cost and expense, to erect, maintain, and replace on the storefront and exterior walls of the Premises, and on the side walls of any entrance design element, if any, signs (including, without limitation, under-canopy (e.g., blade) signs), banners (including, professionally prepared, temporary banners placed on the storefront of the Premises and such other walls of the Premises as selected by Tenant), awnings, and flags of such size, design and color as Tenant, from time to time, may desire. Subject to compliance with applicable Legal Requirements, Tenant shall also have the non-exclusive right to erect, maintain and replace a sign of such design and color as Tenant may desire on the shopping center wall facing Interstate 287 ("**Remote Sign**"). Tenant's Remote Sign shall be next to (and similar in size to) the Al Friedman sign currently existing as of the Effective Date. Subject to obtaining all approvals for same required by applicable Legal Requirements, Tenant shall also be entitled, at Tenant's sole cost and expense, to install and maintain, during the period commencing on the Effective Date and ending on the day prior to the Rent Commencement Date, a professionally prepared, temporary sign near the site of the main entrance to the Shopping Center which

1 states "buy buy Baby Coming Soon" (which sign is more particularly shown in Exhibit F
2 hereto). Tenant may erect and maintain in the interior of the Premises any signs it may
3 desire, provided same are professionally prepared.

4 Section 7.2 Pylon Signage. Landlord shall continue to provide the pylon at the
5 location shown on Exhibit B hereto during the entire Term ("Pylon"), and Landlord
6 represents that it has obtained all permits and approvals therefor. Tenant shall have the
7 right, at its sole cost and expense, to erect and maintain Tenant's identification sign panel,
8 as shown on Exhibit F hereto (and having colors as shown on Exhibit F hereto), on all
9 sides of the Pylon in the position shown on Exhibit F hereto (with the dimensions and
10 position of Tenant's sign panel(s), and the sign panels of the other tenants located on such
11 Pylon, as shown on Exhibit F hereto). In addition, if Landlord constructs or makes
12 available any other signage located in the Common Areas identifying more than one
13 occupant of the Shopping Center, Landlord shall also include on such signage Tenant's
14 identification sign. Landlord shall maintain all pylons and monuments (but not Tenant's
15 signs thereon), in good order and repair, and allow Tenant access to maintain and/or
16 replace its signs thereon, at Tenant's cost and expense. Landlord shall not change or alter
17 the location, structure, height or general appearance of the pylons or monuments bearing
18 Tenant's sign panel(s) without obtaining Tenant's prior consent. The cost of maintaining
19 all pylons and monuments bearing Tenant's sign panel(s) [but not the cost of individual
20 tenants' signs thereon or the cost of the construction of the pylons and monuments] and
21 the cost of any electricity used to illuminate them, shall be includable in Common Areas
22 Charges.

23 Section 7.3 Signage: Alteration/Removal/Allocation. Tenant shall have the
24 right, from time to time, without Landlord's approval, to change its signs on the storefront
25 and exterior of the Premises, as well as on any pylon or monument upon which Tenant
26 may maintain its sign pursuant to Section 7.2 above, provided that the area of the new
27 sign is no larger than the area of the sign which it replaces and that the method of
28 construction and attachment is substantially the same. Upon the expiration or earlier
29 termination of the Lease, Tenant shall remove its signs from the fascia or other exterior
30 walls of the Premises and from any pylon or monument, and shall repair any damage
31 occasioned thereby. The signage rights granted to Tenant pursuant to this Article 7 shall,
32 at Tenant's option, be allocated to or between Tenant and/or any subtenant(s) of all or any
33 portion of the Premises. All signage installed by Landlord and Tenant hereunder shall
34 comply with applicable Legal Requirements.

35 Section 7.4 Cooperation. Landlord, upon request (but at no out-of-pocket cost to
36 Landlord, other than de minimis costs), shall execute any variances, consents or
37 applications which may be required by applicable Legal Requirements to permit the
38 placement, installation, and/or replacement by Tenant of the Remote Sign or any signs on
39 any part of the Premises or on any pylon or monument, to which Tenant may be entitled
40 under this Lease.

41 Section 7.5 Signage and Building Restrictions and Criteria.

42 7.5.1 During the Term, no exterior identification signs attached to any
43 building of the Shopping Center shall be of the following type: (i) flashing, moving or
44 audible signs; (ii) signs employing exposed neon tubes, exposed ballast boxes, or exposed
45 transformers, provided that Tenant shall have the right to employ any methods necessary
46 for the installation of internally illuminated self-contained channel letters; or (iii) paper or
47 cardboard signs other than professionally prepared interior window signs advertising
48 special sales within the subject premises, temporary signs (exclusive of contractor signs),
49 stickers or decals, provided, however, the foregoing shall not prohibit the placement at the
50 entrance of each such premises of (A) small stickers or decals which indicate hours of
51 business, emergency telephone numbers, credit cards accepted, and other similar
52 information, and/or (B) a sticker or decal which contains the phrase "no solicitation" or

1 words of like import. Notwithstanding the foregoing to the contrary, existing tenants of
2 the Shopping Center (to the extent such tenants are not required to comply with the terms
3 of this Section 7.5.1 under their respective Existing Leases) shall not be required to
4 comply with the terms of this Section 7.5.1; provided, however, existing tenants shall
5 nevertheless be subject to compliance with the restrictions contained in this Section 7.5.1
6 in the event that Landlord has the absolute right of consent under the applicable lease
7 (and not simply "reasonable" or conditional consent) in order for such existing tenant to
8 maintain building signage in violation of this Section 7.5.1. No billboard signs shall be
9 permitted within the Shopping Center.

10 7.5.2 Landlord shall not permit any obstructions (including, without
11 limitation, any trees, bushes or other landscaping, scaffolding or architectural details) to
12 obscure Tenant's storefront, storefront signs or other exterior wall signs or any pylons,
13 monuments or other freestanding signs.

14 ARTICLE 8
15 ALTERATIONS AND IMPROVEMENTS

16 Section 8.1 Alterations and Improvements.

17 8.1.1 Tenant shall not perform any structural alterations or structural
18 improvements to the Premises (except to the extent same pertain to Tenant's Work)
19 without the prior approval of Landlord, provided, however, that Tenant's alteration of the
20 exterior of the Premises to conform to Tenant's then-current prototypical elevation shall
21 not require Landlord's consent. All work performed by Tenant in connection with
22 structural and non-structural alterations or improvements shall be done at Tenant's sole
23 cost and expense, in a good and workmanlike manner and in compliance with all
24 applicable Legal Requirements. Any alterations or improvements made to the exterior of
25 the Premises, whether structural or non-structural, (i) must be architecturally harmonious
26 with the Shopping Center, and (ii) must be reasonably consistent with the practices of
27 similar shopping centers located in Westchester County, New York. The provisions of
28 this Section 8.1 shall not apply to Tenant's building signage, which shall be governed by
29 the applicable provisions of Article 7 above.

30 8.1.2 Tenant may, from time to time, at its sole cost and expense, without
31 the prior approval of Landlord, make non-structural alterations and non-structural
32 improvements to the Premises as Tenant deems necessary or desirable, including, but not
33 limited to, electrical systems, heating, ventilation and air conditioning and other
34 mechanical systems, installation of fixtures and equipment, painting, and wall and floor
35 coverings.

36 8.1.3 Tenant shall have the right to subdivide the Premises into no more
37 than two (2) separate stores, each of which may have its own front entrance and access to
38 the loading docks in the rear of the Premises, as well as separately sub-metered utilities.

39 8.1.4 Provided Tenant obtains and keeps in full force and effect all
40 municipal and governmental approvals required under applicable Legal Requirements for
41 the installation and operation of such communication equipment, Tenant may, without
42 payment of any charge therefor, install or cause to be installed an antenna, Satellite Dish
43 and related equipment (collectively, the "*Satellite Dish*") at such location on the roof above
44 the Premises as shall be reasonably selected by Tenant, provided that such location shall not
45 (x) undermine or prejudice the structural integrity of the building or any portion therefor, (y)
46 adversely affect any roof warranty (or, in lieu thereof, Tenant shall use a contractor
47 approved by Landlord so as to not violate any such roof warranty), or (z) be visible from
48 any point at street level, subject to the following:

1 (a) The combined weight of the Satellite Dish, supporting
2 pedestal and all appurtenances thereto shall not (i) exceed the structural load and integrity
3 of the roof due to weight/wind loading or (ii) be visible from any exterior ground level
4 line of sight.

5 (b) Tenant shall be responsible, at its sole cost and expense, for
6 obtaining, securing and maintaining all applicable governmental and quasi-governmental
7 permits, licenses, authorizations and approvals required under applicable Legal
8 Requirements in order to install, maintain, use and operate the Satellite Dish. Prior to
9 installing any Satellite Dish, Tenant shall prepare plans indicating the type of Satellite
10 Dish to be installed, the location and the method of installation and removal, and shall
11 deliver same to Landlord (the "*Satellite Dish Plans*"). If such Satellite Dish Plans provide
12 for roof penetrations, then such Satellite Dish Plans and Tenant's contractor shall be
13 subject to Landlord's approval. Tenant shall not penetrate the roof or exterior walls of the
14 Premises, except in accordance with the Satellite Dish Plans. Once Tenant has installed
15 any Satellite Dish, it may not relocate same without again complying with this provision.

16 (c) Tenant shall be responsible for all costs associated with the
17 installation of the Satellite Dish and for the maintenance of the Satellite Dish and all
18 appurtenances thereto.

19 (d) Tenant shall use commercially reasonable efforts to ensure
20 that the erection and use of the Satellite Dish and the appurtenances thereto do not
21 materially interfere with the existing telecommunication dishes and equipment located or
22 to be located in the Shopping Center, or the use and enjoyment of their premises by other
23 tenants and occupants of the Shopping Center.

24 (e) The Satellite Dish shall be used solely and exclusively by
25 Tenant (and not for the benefit of any third party) for the transmission and reception of
26 signals or other similar types of communication between and among the various divisions,
27 departments and subsidiaries of Tenant. In no event shall the Satellite Dish be used for
28 general broadcasting or any similar or related broadcasting use.

29 (f) Tenant hereby agrees to indemnify and hold Landlord
30 harmless from all loss, liability, cost and expense (including, without limitation,
31 reasonable legal fees) which Landlord may sustain or incur by reason of the installation,
32 operation, presence, maintenance, moving and removal of the Satellite Dish (and any
33 replacement thereof), except as a result of the negligence or willful misconduct of
34 Landlord or Landlord's agents, employees or contractors.

35 8.1.5 Landlord shall, at no out-of-pocket expense to Landlord (other than
36 de minimis expenses), execute and return to Tenant all appropriately completed building
37 department or equivalent applications (which are factually accurate) within fifteen (15)
38 days after Tenant's request therefor, and will reasonably cooperate with Tenant in the
39 permitting process.

40 8.1.6 If any violation of any applicable Legal Requirement which is noted
41 against the Shopping Center or the Premises (other than a violation caused by Tenant, or
42 with respect to which Tenant is responsible for under this Lease) prevents Tenant from
43 obtaining a building permit for any alterations or a certificate of occupancy, then, upon
44 request by Tenant, Landlord shall promptly and diligently cause such violation to be
45 removed of record to the extent required to permit Tenant to obtain its building permit or
46 certificate of occupancy, as the case may be.

47 8.1.7 Landlord shall not make any alterations to the Premises (including,
48 without limitation, changing the design, color or materials of the exterior of the Premises)
49 nor shall Landlord construct an additional floor or floors above the Premises. Landlord

1 shall neither make nor permit to be made any alterations to the exterior architectural
2 theme of the remainder of the Shopping Center which would be inconsistent with similar
3 shopping centers in Westchester County, New York (exclusive of other tenants' entrance
4 features) without the prior consent of Tenant.

5 8.1.8 Provided Tenant obtains and keeps in full force and effect all
6 municipal and governmental approvals required under applicable Legal Requirements for
7 the installation and operation of such solar array equipment, Tenant may, without payment
8 of any charge therefor, erect and maintain on the roof of the Premises, a passive solar
9 array for the production of electricity (the "**System**"), at such location on the roof above
10 the Premises as may be selected by Tenant, subject to the reasonable approval of Landlord,
11 provided that such location shall not (x) undermine or prejudice the structural integrity of
12 the building or any portion therefor, (y) adversely affect any roof warranty (or, in lieu
13 thereof, Tenant shall use a contractor approved by Landlord so as to not violate any such
14 roof warranty), or (z) be visible from any point at street level, subject to the following:

15 (a) The combined weight of the System, supporting pedestal and
16 all appurtenances thereto shall not (i) exceed the structural load and integrity of the roof
17 due to weight/wind loading or (ii) be visible from any exterior ground level line of sight.

18 (b) Tenant shall be responsible, at its sole cost and expense, for
19 obtaining, securing and maintaining all applicable governmental and quasi-governmental
20 permits, licenses, authorizations and approvals required under applicable Legal
21 Requirements in order to install, maintain, use and operate the System. Prior to installing
22 any System, Tenant shall prepare plans indicating the type of System to be installed, the
23 location and the method of installation and removal, and shall deliver same to Landlord
24 (the "**System Plans**"). If such System Plans provide for roof penetrations, then such
25 System Plans and Tenant's contractor shall be subject to Landlord's approval. Tenant shall
26 not penetrate the roof or exterior walls of the Premises, except in accordance with the
27 System Plans. Once Tenant has installed any System, it may not relocate same without
28 again complying with this provision.

29 (c) Tenant shall be responsible for all costs associated with the
30 installation of the System and for the maintenance of the System and all appurtenances
31 thereto. Tenant shall repair any damage caused by the installation, operation,
32 maintenance and repair of the System.

33 (d) Tenant shall use commercially reasonable efforts to ensure
34 that the erection and use of the System and the appurtenances thereto do not materially
35 interfere with the use and enjoyment of their premises by other tenants and occupants of
36 the Shopping Center.

37 (e) Tenant hereby agrees to indemnify and hold Landlord
38 harmless from all loss, liability, cost and expense (including, without limitation,
39 reasonable legal fees) which Landlord may sustain or incur by reason of the installation,
40 operation, presence, maintenance, moving and removal of the System (and any
41 replacement thereof), except as a result of the negligence or willful misconduct of
42 Landlord or Landlord's agents, employees or contractors.

43 (f) The System shall be deemed to be part of Tenant's Property.
44 Landlord acknowledges and agrees that Tenant or its Affiliate or transferee shall be the
45 exclusive owner and operator of the System and Landlord shall have no right, title or
46 interest in such equipment or any component thereof, notwithstanding that any such
47 equipment may be physically mounted or adhered to the Premises. Landlord
48 acknowledges and agrees that, notwithstanding the System's presence as a fixture on the
49 Premises, Tenant or its Affiliate or transferee is the sole and exclusive owner of: (i) the
50 electricity generated by the System, (ii) the environmental attributes of the System, and

1 (iii) any and all credits (including tax credits), rebates, benefits, reductions, offsets, and
2 allowances and entitlements of any kind, howsoever entitled, resulting from the
3 environmental or related attributes of the System. Without the express written consent of
4 Tenant, Landlord shall not make or publish any public statement or notice regarding any
5 environmental incentive relating to the System or any environmental attribute of the
6 System or the energy output from the System.

7 (g) If any solar panels or other portions of the System need to be
8 moved in order to permit Landlord to perform its obligations under Sections 9.2 and 9.3
9 hereof with respect to the roof of the Premises, Tenant shall cause such panels or portions
10 of the System to be temporarily moved at no cost or expense to Landlord. In addition,
11 Tenant shall pay any additional costs incurred by Landlord in performing its obligations
12 under Sections 9.2 and 9.3 hereof as a result of the presence of solar panels or other
13 portions of the System upon the roof of the Premises.

14 8.1.9 Landlord and Tenant agree that in the event that Tenant shall
15 perform or cause to be performed any alterations or improvements (including without
16 limitation Tenant's Work) to, or within, the Premises which would cause an owner or
17 occupant of the Premises to be entitled to an "Energy Rebate" (hereinafter defined), then
18 Tenant shall be solely entitled to the benefit of such Energy Rebate. As used herein, an
19 "**Energy Rebate**" shall be deemed to be any rebate, refund, voucher, credit, tax relief,
20 abatement, or other monetary inducement (such as, for examples only, energy efficiency
21 incentives, sales tax refunds, tax credits, governmental grants, utility rebates or refunds),
22 but excluding therefrom rebates, refunds or credits against Taxes, given by a
23 governmental, non-governmental, private or public utility, or other entity as a result of
24 efforts to conserve energy or other utilities or cause property or processes to be more
25 environmentally friendly. If any such Energy Rebate is required to be paid or credited
26 directly to Landlord, then: (i) Landlord shall elect to take the Energy Rebate in a lump
27 sum, or if that is not permitted, then in the shortest number of installments possible, so as
28 to permit Tenant to recoup the full amount of the Energy Rebate during the Term of this
29 Lease, and (ii) within thirty (30) days after Landlord's receipt of the Energy Rebate,
30 Landlord shall deliver a check to Tenant for such amount, or in the alternative, Tenant
31 shall be entitled to offset the full amount of such Energy Rebate against the next
32 succeeding installment(s) of Rent then payable under the Lease.

33 ARTICLE 9
34 REPAIRS

35 Section 9.1 Tenant's Repairs. Subject to the provisions of Articles 10 and 11
36 hereof, and except as otherwise provided in Section 9.2 below, Tenant shall maintain in
37 good condition and repair (and replace, to the extent necessary to maintain in such
38 condition), at its sole cost and expense: (i) the non-structural, interior elements of the
39 Premises (including plate glass, the storefront windows, and the electrical, plumbing,
40 mechanical, and/or alarm and sprinkler systems located in, and serving exclusively the
41 Premises as well as the fire pump and related facilities being constructed and installed
42 pursuant to Exhibit D to this Lease); (ii) the heating, ventilation and air conditioning
43 ("**HVAC**") units (including any ductwork, electric or mechanical attachments) exclusively
44 serving the Premises; and (iii) any item of repair the necessity for which repair is
45 occasioned by the negligence, recklessness or willful misconduct of Tenant, its agents,
46 servants, contractors or employees. All repairs and replacements on Tenant's part to be
47 performed hereunder shall be at Tenant's sole cost and expense, and performed in a good
48 and workmanlike manner in accordance with all applicable Legal Requirements. Tenant
49 and Landlord acknowledge and agrees that the fire pump and related facilities being
50 constructed and installed pursuant to Exhibit D to this Lease will be located in the utility
51 room adjacent to the Premises but such room shall not be deemed to be a part of the
52 Premises nor shall it be deemed to imply that Landlord shall be responsible for the

1 maintenance and repair of such fire pump and related facilities, which shall remain the
2 sole obligation of Tenant as provided above.

3 Notwithstanding the foregoing, in the event Landlord desires to use the utility
4 room for any purpose or to make any alterations to such room, Landlord shall obtain
5 Tenant's prior written consent to such use or work, which consent shall be given provided
6 that the proposed use or work by Landlord will not adversely affect Tenant's sprinkler,
7 mechanical or electrical equipment therein or Tenant's ability to access same.

8 Section 9.2 Landlord's Repairs. Subject to the provisions of Articles 10 and 11
9 hereof, Landlord shall perform, as the same shall from time to time be necessary, all
10 repairs and replacements to the following:

11 (a) the exterior of all buildings of the Shopping Center as
12 necessary to maintain same in good condition and repair (including, without limitation,
13 repainting the exterior walls of the buildings of the Shopping Center (including, without
14 limitation, the Premises)) as same may be reasonably required from time to time during
15 the Term;

16 (b) the structural elements of the Premises, which shall be
17 deemed to include, without limitation, the roof joists, columns, footings, foundation,
18 exterior walls (including, without limitation, repainting, but excluding plate glass,
19 storefront windows, doors, door closure devices, window and door frames, molding, locks
20 and hardware, and painting or other treatment of interior walls), floor (but not the floor
21 covering, unless the same is damaged as a result of a floor defect or settling), and the
22 structural elements of any building of which the Premises may be a part;

23 (c) the roof, gutters, flashings, downspouts and scuppers;

24 (d) the electric, gas, water, sanitary sewer, and other public utility
25 lines serving the Premises, to the point of connection to the Premises;

26 (e) all electric, gas, water, sanitary sewer, and other public utility
27 lines and ducts in or passing through the Premises which do not exclusively serve the
28 Premises; and

29 (f) any damage to the Premises or the Shopping Center which is
30 occasioned by (A) the act or omission of Landlord, its employees, agents or contractors,
31 or (B) any breach by Landlord of any provision of this Lease.

32 All repairs and replacements on Landlord's part to be performed hereunder shall
33 be at Landlord's sole cost and expense, performed in a good and workmanlike manner in
34 accordance with all applicable Legal Requirements, and without material interference
35 with or disruption to the normal conduct of any business operations in the Premises.
36 Landlord shall give Tenant at least five (5) days' prior notice of any repairs or
37 replacements to, or which would otherwise affect the normal conduct of any business
38 operations in, the Premises (except in the case of an emergency posing imminent risk of
39 material harm to persons or property, in which event Landlord shall only be required to
40 give such notice as is reasonable under the circumstances). If, in Tenant's reasonable
41 judgment, Landlord's repairs would materially interfere with or disrupt the normal
42 conduct of any business operations in the Premises, Landlord shall perform such repairs
43 only after the regular hours of operation of Tenant and any other occupant of the Premises
44 (or any portion thereof).

45 Section 9.3 Legal Compliance Work. Except as hereinafter expressly provided,
46 Landlord shall be responsible, at its sole cost and expense, for performing all "Legal
47 Compliance Work" (hereinafter defined). Notwithstanding the foregoing, Tenant shall be
48 responsible, at its sole cost and expense, for the performance of Legal Compliance Work

1 (including, without limitation, all applicable ADA requirements): (a) pertaining to the
2 interior elements of the Premises which are neither structural nor comprise the major
3 building systems serving the Premises; or (b) required solely as a result of Tenant's
4 specific manner of use of the Premises (*i.e.*, are not of general applicability to tenants and
5 occupants of the Shopping Center); provided, however, that the foregoing shall not
6 relieve Landlord of its obligations to perform the repairs required in this Lease. As used
7 herein, "**Legal Compliance Work**" shall mean any obligation, addition, alteration,
8 improvement, or rebuilding, structural or otherwise, to or of the Premises, the Shopping
9 Center, or any part thereof, as applicable, which may be required by reason of any Legal
10 Requirement.

11 ARTICLE 10
12 INDEMNIFICATION, INSURANCE AND WAIVER OF SUBROGATION

13 Section 10.1 Mutual Release, Waiver of Subrogation and Mutual Indemnification.

14 10.1.1 Mutual Waiver of Claims. Landlord and Tenant, on their own behalf
15 and on behalf of anyone claiming under or through either one by way of subrogation,
16 hereby release and waive all rights of recovery and causes of action against each other
17 and their respective Affiliates from any and all liability for any loss or damage to property
18 or resulting from damage to such property (and, in either case, any resulting loss of
19 business or rental income), whether caused by the negligence or fault of the other party,
20 which is normally insured under Special Form property insurance (so-called "All-Risk")
21 and time element insurance required to be maintained hereunder. In the event either
22 Landlord or Tenant is a self-insurer or maintains a deductible (as either may be permitted
23 hereunder), then the self-insuring party or the party maintaining the deductible hereby
24 releases the other party from any liability arising from any event which would have been
25 covered had the required insurance been obtained and/or the deductible not been
26 maintained.

27 10.1.2 Waiver of Subrogation. Landlord and Tenant shall cause each
28 property insurance policy carried by either of them insuring the Premises, the contents
29 thereof, or the Shopping Center, to provide that the insurer waives all rights of recovery
30 by way of subrogation or otherwise against the other party hereto (and all of such other
31 party's Affiliates) in connection with any loss or damage which is covered by such policy
32 or that such policy shall otherwise permit, and shall not be voided by the releases
33 provided above.

34 10.1.3 Mutual Indemnification.

35 (a) Except as otherwise provided in Subsections 10.1.1 and
36 10.1.2 above, Tenant covenants to defend and indemnify Landlord and hold Landlord
37 harmless from and against any and all claims, actions, damages, liability and expense,
38 including reasonable attorneys' fees, (x) in connection with loss of life, personal injury
39 and/or damage to property arising from or out of any occurrence in or upon the Premises,
40 or any part thereof, or otherwise related to its business being conducted therein, or (y)
41 occasioned wholly or in part by any act or omission of Tenant, its agents, contractors,
42 employees, servants, or licensees, except to the extent such claims, actions, damages,
43 liability and expense are caused by the acts or omissions of Landlord, its agents,
44 contractors, licensees, employees, or other tenants and occupants, or for which any of said
45 parties may be statutorily liable.

46 (b) Except as otherwise provided in Subsections 10.1.1 and
47 10.1.2 above, Landlord covenants to defend and indemnify Tenant and hold Tenant
48 harmless from and against any and all claims, actions, damages, liability and expense,
49 including reasonable attorneys' fees, (x) in connection with loss of life, personal injury
50 and/or damage to property arising from or out of any occurrence in or upon any portion(s)

of the Shopping Center (excluding the Premises), or (v) occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, employees, servants, tenants (other than Tenant), occupants or licensees, except to the extent such claims, actions, damages, liability and expense are caused by the acts or omissions of Tenant, its agents, contractors, licensees or employees, or for which any of said parties may be statutorily liable.

Section 10.2 Tenant's Insurance.

10.2.1 Tenant's Insurance. Tenant, at its own cost and expense, shall maintain in full force and effect from and after the Delivery Date and throughout the Term: (i) commercial general liability insurance protecting and insuring Tenant, naming Landlord as "additional insured-lessor" (and naming Landlord's managing agent and Mortgagee as additional insureds, promptly following Landlord's notice of Landlord's managing agent and/or Mortgagee, respectively, and request to name such party(ies) as an additional insured(s)) for claims arising out of the use or occupancy of the Premises by Tenant and the obligations assumed by Tenant under this Lease (including, without limitation, Tenant's contractual liability under Subsection 10.3.1(a) hereof), and having a combined single limit of liability of not less than Ten Million Dollars (\$10,000,000) for bodily injury, death and property damage liability; and (ii) Special Form (formerly known as "All-Risk") property insurance, on a replacement cost basis, in an amount adequate to cover the full insurable replacement value of all of Tenant's Property.

10.2.2 Self-Insurance. All insurance required to be maintained under this Section 10.2 may be: (i) insured under an individual policy covering this location, or a blanket policy or policies which includes other liabilities, properties and locations of Tenant or its Affiliates; (ii) self-insured by Tenant via a deductible, a formal plan of self-insurance, or otherwise, provided that Tenant or any guarantor of Tenant's obligations under this Lease maintains, during the period of such self-insurance, a net worth of at least One Hundred Million Dollars (\$100,000,000); or (iii) insured or self-insured by Tenant through a combination of any of the foregoing insurance programs.

Section 10.3 Landlord's Insurance.

10.3.1 Liability Insurance. Landlord shall maintain in full force and effect on and after the Effective Date and throughout the Term commercial general liability insurance with regard to the Common Areas protecting and insuring Landlord, naming Tenant as an "additional insured-lessee", and having a combined single limit of liability of not less than Ten Million Dollars (\$10,000,000) for bodily injury, death and property damage liability. Landlord shall have the right to carry its insurance under "blanket policies" covering the Shopping Center and other properties provided that: (i) the amount of the total insurance available shall be at least the protection equivalent to separate policies in the amounts herein required, and (ii) in all other respects, any such policy or policies shall comply with the applicable provisions of this Article 10.

10.3.2 Special Form Property Insurance. Landlord shall procure and maintain (or cause to be procured and maintained) in full force and effect on and after the Effective Date and throughout the Term, Special Form (so-called "All-Risk") property insurance (including loss of rents for a minimum period of one (1) year) and endorsements for coverages for flood, earthquake, windstorm and earth movement [sinkholes] (to the extent such endorsements are customarily maintained in connection with insuring first-class shopping centers in Westchester County, New York), and demolition, increased cost of construction and contingent operations of building laws coverage, on a replacement cost basis, in an amount adequate to cover the full insurable replacement value of all of the buildings (including the Premises) and other insurable improvements in the Shopping Center, excluding the footings and foundations; provided, however, in no event shall such insurance cover Tenant's Property. All policies required

1 to be maintained by Landlord pursuant to this Subsection 10.3.2 shall provide that any
2 proceeds thereof shall be deposited with the Mortgagee, or if none, to Landlord, in either
3 event to be held in trust by such party and disbursed only in accordance with the
4 provisions of, and for the purposes set forth in, Section 11.1 hereof. The property
5 insurance required to be maintained by Landlord pursuant to this Section shall not have
6 deductibles exceeding One Hundred Thousand Dollars (\$100,000) without Tenant's prior
7 consent.

8 10.3.3 Tenant's Pro Rata Share of Insurance Premiums. As part of the
9 Reimbursable Costs payable by Tenant pursuant to Section 5.1.2, Tenant shall reimburse
10 Landlord for Tenant's Pro Rata Share of the reasonable insurance premiums attributable
11 to the policies required to be maintained by Landlord pursuant to this Section 10.3, which
12 Landlord reasonably estimates to be \$.24 per square foot of Floor Area in the Premises
13 for the first full calendar year of the Term. If the rates for any insurance Landlord is
14 required to carry hereunder are increased as a result of the use or other activity of any
15 other occupant of the Shopping Center, the amount of such increase shall be excluded
16 from Reimbursable Costs, it being understood, however, that if the rates for such
17 insurance are increased solely as a result of Tenant's specific manner of use of the
18 Premises (i.e., are not generally applicable to the tenants and occupants of the Shopping
19 Center), Tenant shall reimburse Landlord for the amount of such increase. To the extent
20 that Landlord receives a dividend, credit, rebate or other return of a premium which had
21 previously been included in Reimbursable Costs, Landlord shall promptly refund
22 Tenant's Pro Rata Share of such dividend, credit, rebate, or return to Tenant. Tenant's
23 Pro Rata Share of any insurance premium for any period during the Term which
24 constitutes less than a full calendar year shall be equitably prorated. The provisions of
25 this Subsection 10.3.3 shall survive the expiration or earlier termination of this Lease.

26 Section 10.4 General Insurance Requirements.

27 10.4.1 All insurance required to be maintained by the parties under this
28 Lease shall be maintained with insurance companies qualified to do business in the state
29 in which the Shopping Center is located, and rated at least A-/VIII by the most current
30 Best's Key Rating Guide (or its equivalent, if such Guide ceases to be published). Each
31 party shall use its diligent efforts to have its insurers provide thirty (30) days [twenty (20)
32 days in the event of non-payment of premium] prior notice to the other party of
33 cancellation or non-renewal of any policy required hereunder; and, in the case of
34 Landlord, to Landlord's Mortgage of which Tenant has been given reasonable prior
35 notice requesting that such notices be delivered to it. Each party shall provide to the other
36 duly executed certificates evidencing the insurance coverage described in Sections 10.2.1
37 and 10.3 above.

38 10.4.2 The liability insurance requirements under Sections 10.2 and 10.3
39 above shall be reviewed by Landlord and Tenant every five (5) years for the purpose of
40 mutually increasing (in consultation with their respective insurance advisors) the
41 minimum limits of such insurance to minimum limits which shall be reasonable and
42 customary for similar facilities of like size and operation in Westchester County, New
43 York, in accordance with generally accepted insurance industry standards. The
44 replacement value of the buildings and other insurable improvements constituting the
45 Shopping Center shall be re-evaluated from time to time at the request of either Landlord
46 or Tenant.

ARTICLE 11
FIRE AND OTHER CASUALTY; EMINENT DOMAIN

Section 11.1 Fire and Other Casualty.

11.1.1 (a) Except as otherwise provided in this Section 11.1, if all or a portion of the Premises, the Common Areas (including all improvements thereto) or other buildings in the Shopping Center shall be damaged by fire or other casualty, Landlord shall promptly rebuild and restore the same to substantially the condition existing immediately prior to such fire or other casualty, which restoration shall include all Tenant's Work and all other leasehold improvements performed by Tenant, and shall not include any of Tenant's Property. The net proceeds of the policies required to be obtained and maintained by Landlord pursuant to Subsection 10.3.2 hereof shall, to the extent necessary, be used for the performance of such rebuilding and restoration work. In the event such insurance proceeds are insufficient to complete such work, Landlord shall provide the balance of the amount necessary to rebuild or restore the Shopping Center in the manner provided in this Section 11.1. Landlord shall give Tenant at least ninety (90) days' prior notice of the date on which the restoration work to the Premises will be Substantially Completed. Within ninety (90) days following such Substantial Completion of the Premises (which date shall, as applicable, be extended by reason of (A) damage or destruction, eminent domain proceedings or actions, or Force Majeure, or (B) the acts or omissions of Landlord), Tenant (or its subtenant, if applicable) shall open its store for business in the Premises for at least one (1) day.

(b) Notwithstanding the foregoing, if any portion of the Premises are so damaged or destroyed, Tenant shall have the right to require Landlord to make changes to the Premises in the course of, and as part of, such rebuilding or restoration work. If the net cost and expense of such rebuilding or restoration work is increased solely as a result of such changes (taking into consideration any and all actual reduced and additional costs resulting from such changes and/or other cost savings arising therefrom), then Tenant shall pay to Landlord, as Additional Rent, the amount of such net increase, which amount shall be due and payable within thirty (30) days after Landlord has delivered to Tenant backup information evidencing such increase (including, without limitation, receipted invoices) as may be reasonably required by Tenant (but in no event earlier than the occurrence of the date on which possession of the restored areas of the Premises are delivered to Tenant). To the extent that Landlord's substantial completion of such rebuilding or restoration work is delayed solely as a result of such changes (taking into consideration any and all reasonable time savings to Landlord resulting from such changes), then the applicable period(s) specified in Section 11.1.2 below shall be appropriately adjusted to the extent of such net delay.

(c) If, in Tenant's reasonable judgment, any damage to the Premises renders all or any portion of the Premises unusable for the conduct of Tenant's business or, in the case of damage to the Shopping Center, materially interferes with the normal conduct of any business operations in the Premises, the Rent shall be equitably reduced or totally abated based upon the extent to which the remaining portion of the Premises may, in Tenant's reasonable judgment, be utilized (or is actually utilized) for its normal conduct of business.

11.1.2 In the event that:

(a) Landlord does not commence the repair and restoration work to the Premises, the Common Areas, or other buildings in the Shopping Center as required pursuant to this Section 11.1 within ninety (90) days after the date of such destruction, or thereafter fails to diligently pursue the completion of such repair and restoration work (subject to such period as may be reasonably necessary for

1 the adjustment of insurance proceeds, not to exceed thirty (30) days in the
2 aggregate); or

3 (b) the required repairs and restorations to the Premises, the
4 Common Areas, or other buildings in the Shopping Center are not Substantially
5 Completed by Landlord in accordance with the provisions of this Section 11.1
6 within the later of (1) fifteen (15) months after the date of destruction or (2) the
7 Estimated Restoration Period (as hereinafter defined), if applicable (which period
8 may be extended by reason of an event of *Force Majeure*, not to exceed thirty (30)
9 days in the aggregate, provided that Landlord shall have given Tenant notice
10 thereof promptly after its occurrence),

11 then, in either of such events, Tenant shall have the right, at its sole discretion and option,
12 to:

13 (i) after giving thirty (30) days' prior notice to Landlord
14 (and Landlord's continued failure to commence and diligently pursue such repairs
15 and restoration work to completion), diligently perform or complete, as the case
16 may be, said work (or any portion thereof) on Landlord's behalf and at the sole
17 cost of Landlord, which cost Landlord shall pay to Tenant during the course of
18 such repairs within twenty (20) days after Tenant's delivery to Landlord of an
19 invoice therefor and, in default of any such payment, Tenant shall have the right to
20 offset the amount thereof, together with interest at the Lease Interest Rate, against
21 the Rent next accruing hereunder (it being agreed, without limiting the foregoing
22 provisions of this Subsection 11.1.2, that at Tenant's election all insurance
23 proceeds paid or payable to Landlord or Landlord's Mortgagee pursuant to
24 Subsection 10.3 hereof with respect to the Premises shall be paid (or, as applicable,
25 in turn delivered) directly to Tenant, to be applied to such work by Tenant as same
26 is being performed); or

27 (ii) seek to obtain specific performance of Landlord's
28 repair and restoration obligations pursuant to the laws of the state in which the
29 Shopping Center is located; or

30 (iii) terminate this Lease by sixty (60) days' notice to
31 Landlord, unless the applicable noncompliance by Landlord with Subsection
32 11.1.2 is cured within thirty (30) days after Landlord's receipt of such notice (e.g.,
33 the relevant restoration and repair is not commenced with diligence under
34 Subsection 11.1.2(a) or is not completed pursuant to Subsection 11.1.2(b), as the
35 case may be).

36 In addition to the foregoing, if, in the opinion of an independent licensed architect
37 designated by Tenant (and reasonably acceptable to Landlord), the required repairs and
38 restorations to the Premises, the Common Areas or other buildings in the Shopping
39 Center cannot be completed by Landlord in accordance with the provisions of this Section
40 11.1 within fifteen (15) months after the date of destruction, Tenant shall have the right,
41 at its sole discretion and option, to terminate this Lease by giving Landlord at least thirty
42 (30) days' notice thereof. In the event Tenant does not exercise such right to terminate
43 this Lease, the time period in which such architect retained by Tenant estimates such
44 repairs and restorations can be completed is referred to herein as the "*Estimated*
45 *Restoration Period*".

46 11.1.3 If the Premises are substantially destroyed by fire or other casualty
47 during the last three (3) years of the Term to the extent of more than one-third (1/3) of the
48 Floor Area thereof, Landlord or Tenant shall each have the right to terminate this Lease as
49 of the date of such damage or destruction by giving notice within thirty (30) days
50 following such damage or destruction, but Tenant may negate any termination by

1 Landlord by agreeing to extend the Term for an additional five (5) year period by
2 exercising an option pursuant to Subsection 2.2.2 hereof, if available, within ten (10) days
3 after receipt of the termination notice from Landlord.

4 11.1.4 Notwithstanding the terms of this Section 11.1 to the contrary, if all
5 or substantially all of the Premises are destroyed by a type of casualty not covered
6 (exclusive of deductibles) by the policies required to be obtained and maintained by
7 Landlord pursuant to Subsection 10.3.2 hereof (as opposed to a casualty which is (i)
8 intended to be covered by the policies described in Subsection 10.3.2 hereof but which, in
9 fact, are not covered by the policies actually obtained by Landlord, or (ii) covered by such
10 policies, but with respect to which the insurer refuses to pay the proceeds thereof),
11 Landlord shall have the right to terminate this Lease as of the date of such damage or
12 destruction by giving notice of such election within ninety (90) days following such
13 damage or destruction, provided that such notice shall include an independent architect's
14 certification as to the estimated cost of the repair and restoration work to the Premises
15 (the "**Restoration Cost**"). Tenant shall have the right, but not the obligation, exercisable
16 within sixty (60) days after receipt of Landlord's notice, to give Landlord notice of its
17 intention to provide the funds (the "**Restoration Funds**") for the repair and restoration of
18 the Premises. If Tenant shall elect to provide the Restoration Funds, then such
19 termination election by Landlord shall be null and void and this Lease shall continue in
20 full force and effect, and Landlord shall promptly commence and diligently complete
21 such rebuilding and restoration as otherwise provided and subject to the provisions of this
22 Article, and the Restoration Funds shall be paid to Landlord within the same period of
23 time as specified in Section 11.1.1(b) for the payment of net costs and expenses resulting
24 from Tenant changes (provided, however, Tenant shall not be required to pay sums in
25 excess of the Restoration Funds toward the costs of such repair and restoration, other than
26 sums which may become due under Section 11.1.1(b), and Landlord shall be responsible
27 for all costs and expenses incurred in connection therewith in excess of the Restoration
28 Funds). Notwithstanding the foregoing, if (A) this Lease shall be terminated pursuant to
29 this Section 11.1.4, (B) at the time of such termination there is no less than five (5) years
30 remaining in the Term of the Lease (including any unexercised Renewal Options), and
31 (C) Landlord or any of Landlord's Affiliates shall commence the reconstruction of the
32 Premises (or premises substantially similar to the Premises) on or before the date that is
33 two (2) years after the date of such casualty, Landlord shall be obligated to offer to
34 Tenant, at the time of the commencement of such construction, the option to lease such
35 premises equal in size to not less than 24,750 square feet of Floor Area nor more than
36 25,250 square feet of Floor Area, on all the same terms and conditions of this Lease in
37 effect at the time of such termination, except that the amount of Fixed Rent per square
38 foot of Floor Area shall be the then fair market value rental rate for the remaining Term
39 of the Lease (and any unexercised Renewal Options). If the Tenant shall elect, within
40 thirty (30) days after such offer, to exercise such option, Landlord and Tenant shall
41 promptly execute a lease on substantially the same terms and provisions of this Lease
42 (provided that Tenant, upon the execution of such new lease, shall be deemed to have
43 exercised the then immediately ensuing Renewal Option if less than five (5) years would
44 otherwise be remaining in the Term, exclusive of all unexercised Renewal Options). If
45 Tenant shall fail to elect, within such thirty 30-day period, to exercise such option,
46 Landlord shall be free to lease such premises to any other person, on any terms and
47 provisions acceptable to Landlord. The provisions of this Section 11.1.4 shall survive the
48 expiration or earlier termination of this Lease and run with and bind the land comprising
49 the Shopping Center.

50 Section 11.2 Eminent Domain.

51 11.2.1 As used in this Section 11.2, "**Taking**" or "**Taken**" shall mean a
52 taking for any public or quasi-public use by any lawful power or authority by exercise of
53 the right of condemnation or eminent domain or by agreement between Landlord and

1 those having the authority to exercise such right. A Taking or Taken, as used herein, shall
2 include, without limitation, the termination of the easement over any of the roadways
3 expressly identified as being part of the Critical Area on Exhibit B hereto, or the denial or
4 revocation of the use of all or any portion thereof, whether by any lawful power or
5 authority, pursuant to the easement or otherwise.

6 11.2.2 If all or substantially all of the Premises shall be Taken, this Lease
7 shall terminate as of the date of vesting of title or transfer of possession, whichever is
8 earlier, without further liability on the part of either Landlord or Tenant, except for an
9 adjustment between the parties for the Rent payable by Tenant hereunder.

10 11.2.3 In the event that:

11 (a) any portion of the Premises shall be Taken so that it is
12 commercially unreasonable or unfeasible for Tenant, in its reasonable judgment, to
13 conduct its normal business in the Premises;

14 (b) as a consequence of any Taking: (i) portions of the Shopping
15 Center shall be divided or separated in any manner that it materially interferes with
16 parking, visibility, or access to the Premises from other portions of the Shopping
17 Center, or (ii) the Shopping Center no longer has the main entrance adjacent to the
18 A&P parcel from Boston Post Road as shown on Exhibit B, and as a result of any
19 of the foregoing, it is not commercially reasonable or feasible for Tenant, in its
20 reasonable judgment, to conduct its normal business in the Premises;

21 (c) any portion of the Shopping Center shall be Taken which
22 materially interferes with parking, visibility or access to the Premises, and as a
23 result of such taking it is commercially unreasonable or unfeasible for Tenant, in
24 its reasonable judgment, to conduct its normal business in the Premises;

25 (d) more than twenty-five (25%) percent of the total Floor Area
26 of all of the buildings in the Shopping Center (other than the Premises) are Taken;
27 or

28 (e) ten (10%) percent or more of the parking spaces located in the
29 Shopping Center are Taken, or if so many of the parking spaces in the Shopping
30 Center are Taken such that there are fewer than (i) three and one-half (3.5) parking
31 spaces for every one thousand (1,000) square feet of Floor Area in the Shopping
32 Center, or (ii) the number of parking spaces required by applicable Legal
33 Requirements;

34 then, in any of such events, Tenant shall have the right to terminate this Lease by giving
35 at least sixty (60) days' prior notice to Landlord within sixty (60) days of any such event,
36 in which event this Lease shall terminate without any further liability on the part of either
37 Landlord or Tenant, except for an adjustment between the parties for the Rent payable by
38 Tenant hereunder and for payment to Tenant for its share of the award for the taking
39 pursuant to Subsection 11.2.5 below. Upon any partial Taking of the Premises, the Rent
40 shall be equitably reduced or totally abated based upon the extent to which the remaining
41 portion of the Premises may, in Tenant's reasonable judgment, be utilized for its normal
42 conduct of business.

43 11.2.4 If this Lease is not terminated pursuant to this Section 11.2,
44 Landlord, at its sole cost and expense, within a reasonable period of time after such
45 Taking, shall repair and restore the area not so Taken to tenantable condition, similar in
46 physical appearance to the condition of the area immediately prior to the Taking, pursuant
47 to plans and specifications approved by Tenant (which repair and restoration shall, as
48 applicable, include all Tenant's Work and all other leasehold improvements performed by
49 Tenant; provided, however, that Landlord shall not be obligated to repair or restore

Tenant's Property), and any and all amounts awarded to Landlord for any Taking shall be made available to and used by Landlord for any rebuilding or restoration which it is required to perform hereunder. During the period of such repairs and restoration, all Rent shall abate to the extent that the Premises may not, in Tenant's reasonable judgment, be used by Tenant for the normal conduct of its business. Such abatement shall terminate in accordance with the terms of Section 11.3 below. Landlord shall give Tenant at least ninety (90) days' prior notice of the date on which the restoration work to the Premises will be Substantially Completed.

11.2.5 In connection with any Taking or partial Taking of the Premises, Tenant shall be entitled to claim an award for loss of business, leasehold improvements (made or paid for by Tenant in excess of the Tenant Allowance paid by Landlord or any work performed and paid by Landlord, if any), fixtures and equipment and removal and reinstallation costs; provided, however, that no award shall be payable to Tenant which reduces the award payable to Landlord for its fee interest in the Premises.

11.2.6 Any dispute between the parties with respect to this Section 11.2 shall be resolved by arbitration in accordance with the provisions of Section 16.3 below.

Section 11.3 Abatement of Rent Charges. Notwithstanding any other provisions of this Lease, if the Fixed Rent and Additional Rent payable by Tenant hereunder shall be abated pursuant to Sections 11.1 or 11.2 above, such abatement shall terminate upon the first to occur of: (a) the date on which Tenant shall reopen the Premises to the general public for business; or (b) the expiration of the period which is ninety (90) days after Landlord shall have Substantially Completed such repairs and restoration work as Landlord is obligated to perform hereunder and the interference with the operation of business in the Premises has ceased.

ARTICLE 12 COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 12.1 Quiet Enjoyment. Tenant shall peaceably and quietly have, hold, occupy and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord.

Section 12.2 Authority. Tenant and Landlord each warrant and represent that the person(s) signing this Lease on their behalf has authority to enter into this Lease and to bind Tenant and Landlord, respectively, to the terms, covenants and conditions contained herein. The submission of this Lease to each party hereto shall be for examination and negotiation purposes only, and does not and shall not constitute a reservation of or an obligation of Tenant to lease, or otherwise create any interest of Tenant in, the Premises or any other premises situated in the Shopping Center unless and until the Lease is fully executed and delivered by Tenant and Landlord.

Section 12.3 Landlord's Covenants, Warranties and Representations. To induce Tenant to execute this Lease, and in consideration thereof, Landlord covenants, warrants and represents to Tenant as follows:

(a) As of the Effective Date, Landlord has, and as of the Delivery Date Landlord shall have, good and marketable leasehold title to the entire Shopping Center, free and clear of all easements, restrictions, liens, encumbrances, leases and the like, except for the encumbrances described on Exhibit E hereto (and this Lease is subject to the rights of the parties benefitting from the encumbrances described on said Exhibit E);

(b) In the event the legal description of the Shopping Center described in Exhibit A hereto indicates that the Shopping Center is composed of more

1 than one parcel or lot, Landlord represents that there exist no strips or gores between such
2 parcels or lots which are not owned by Landlord;

3 (c) Other than the consent of the existing Mortgagee (which
4 consent will be obtained by Landlord pursuant to the subordination, non-disturbance and
5 attornment agreement obtained under Section 17.3 below), no third party consents or
6 approvals are required in order for Landlord to enter into this Lease, for the performance
7 of Tenant's Work (excluding, as of the Effective Date, governmental permits and
8 approvals) and/or for Tenant's elevations and signage (as shown on Exhibit D-1 and
9 Exhibit F hereto);

10 (d) Tenant's use of the Premises for sale of "Permitted Items"
11 (defined in Section 1.1.27 above) will not violate any exclusive provision or prohibited
12 use restriction granted to any other tenant or occupant in the Shopping Center;

13 (e) The Shopping Center now has, and, on the Delivery Date,
14 shall have direct access to and from Boston Post Road for the passage of vehicular traffic
15 via the two (2) entrances/exits shown on Exhibit B;

16 (f) This Lease does not violate the provisions of any instrument
17 heretofore executed and/or binding on Landlord, or affecting or encumbering the
18 Shopping Center, or the Premises, and no rights granted by Landlord to Tenant under the
19 terms of this Lease conflict with any rights granted by Landlord to any other tenant or
20 occupant in the Shopping Center (including, without limitation, any rights of first offer or
21 first refusal or the like);

22 (g) To the best of Landlord's knowledge, and except for the
23 Prohibited Uses (as hereinafter defined) and the Existing Exclusives (as hereinafter
24 defined), there shall be no restrictions or other legal impediments imposed by any public
25 or private instrument which would prevent: (i) the use of the Premises for the Permitted
26 Use; (ii) the use of the parking facilities, access roads, and other Common Areas in the
27 manner contemplated by this Lease; or (iii) the performance of Tenant's Work (provided
28 any permit or other authorization to proceed with Tenant's Work shall have been obtained
29 by Tenant);

30 (h) As of the Effective Date, to Landlord's knowledge without
31 independent inquiry or investigation, there are no sign ordinances, restrictive covenants,
32 uniform sign plans or other signage restrictions which would prevent the Premises from
33 having the building and pylon signage (including, without limitation, the square foot area
34 and size of letters) as depicted on Exhibit D-1 and Exhibit F hereof provided that no
35 representation by Landlord is made as to the sign ordinances governing the Remote Sign.
36 With respect to any and all exit signs containing tritium gas that are located within or
37 upon the Premises, Landlord shall cause same to be removed from the Premises prior to
38 the Delivery Date and thereafter disposed of in full compliance with all applicable Legal
39 Requirements;

40 (i) The Common Areas, and all of the improvements thereto
41 shown on Exhibit B hereto are operational and in the condition required under
42 Section 5.1.1 hereof; and Landlord has obtained (and shall deliver copies thereof to
43 Tenant, upon request, to the extent in Landlord's possession) all permits and approvals
44 required from applicable governmental authorities to enable the Common Areas to be
45 operated and used for the purposes herein contemplated, which permits and approvals
46 shall include, without limitation, all permits pertaining to pylon and/or monument signage
47 (and Tenant's panel(s) thereon);

48 (j) intentionally omitted;

(k) Attached hereto as Exhibit K-2 is a complete list of all tenants under fully executed and delivered leases in effect on the Effective Date with respect to the Shopping Center (the “*Existing Leases*”); and

(l) Landlord shall promptly forward to Tenant any notice or other communication received by Landlord from any owner of property adjoining or adjacent to the Shopping Center or from any municipal or other governmental authority, in connection with any hearing or other administrative proceeding relating to any proposed zoning, building code, signage, or related variance affecting the Shopping Center or any adjoining or adjacent property, which, if granted, could materially adversely affect Tenant’s use or occupancy of the Premises, the conduct of Tenant’s business therein, or Tenant’s rights and benefits under this Lease. Tenant, at its own cost and expense, shall be entitled (but shall not be obligated to), in its own name and/or in the name of Landlord, to appear in such proceeding, in which event Landlord shall fully cooperate with Tenant, provide such information, and execute any documents or other instruments as Tenant may reasonably request in connection with any such proceeding.

Section 12.4 Environmental Matters.

12.4.1 Definitions.

(a) As used herein, the term “*Environmental Laws*” shall mean any and all Legal Requirements concerning the protection of the environment, human health or safety.

(b) As used herein, the term “*Hazardous Substances*” shall mean each and every element, compound, material, mixture, substance, waste, hazardous substance, hazardous waste, hazardous material, toxic substance, pollutant or contaminant either as those terms are defined in any of the Environmental Laws or the presence of which may cause liability at common law, including, without limitation, asbestos and/or asbestos-containing products, whether or not currently friable.

(c) As used herein, the term “*Environmental Notice*” shall mean a summons, citation, directive, order, claim, notice, litigation, investigation, judgment, legal pleading, letter or other communication, written or oral, actual or threatened, from the United States Environmental Protection Agency or other federal, state or local governmental agency or authority, or any other private individual or entity concerning (i) any Hazardous Substances at, on, in, under or emanating from the Premises, the Shopping Center or any contiguous property; (ii) any violation or potential violation of Environmental Laws at the Premises, the Shopping Center or any contiguous property; or (iii) any underground storage tanks on the Premises or the Shopping Center.

(d) As used herein, the term “*Releasing*” or “*Release*” shall mean releasing, spilling, leaking, discharging, disposing or dumping or otherwise introducing any substance into the environment or into any building or other improvements in violation of Environmental Laws.

(e) As used herein, the term “*Compliance Costs*” shall mean any and all costs incurred by a party in complying with applicable Environmental Laws, including, without limitation, consultant’s and engineer’s fees; laboratory costs; contractor’s and subcontractor’s fees; application and filing fees; costs of investigation, monitoring or cleanup of soil or other substrate, surface water, groundwater, or buildings or other improvements; equipment costs; disposal fees; costs of operation and maintenance of equipment; legal fees; other governmental fees or costs; interest at the Lease Interest Rate from the date of expenditure until paid in full; and other similar or related costs.

1 (f) As used herein, the term "*Tenant Related Parties*" shall mean
2 Tenant's agents, servants, employees, contractors, licensees, subtenants or other parties in
3 possession of all or part of the Premises pursuant to this Lease.

4 12.4.2 Compliance with Environmental Laws. Tenant shall comply with all
5 applicable requirements of Environmental Laws governing its use of, and operations at,
6 the Shopping Center and the Premises. Landlord shall comply with all applicable
7 requirements of Environmental Laws relating to the Shopping Center and the Premises,
8 except to the extent such requirements arise from Tenant's operations thereon.

9 12.4.3 Responsibility for Releases of Hazardous Substances.

10 (a) Notwithstanding any other provision of this Lease, Tenant
11 shall only be liable for any Release of Hazardous Substances at, on, in, under or
12 emanating from the Premises or Shopping Center which were caused by Tenant or Tenant
13 Related Parties (hereinafter "*Tenant Releases*"), including, without limitation, any
14 Compliance Costs required to address Tenant Releases. Landlord shall be liable for any
15 Hazardous Substances at, on, in, under or emanating from the Premises or Shopping
16 Center, including, without limitation, any Compliance Costs attributable to such
17 Hazardous Substances, unless the Hazardous Substances are caused by Tenant Releases.
18 Notwithstanding anything to the contrary in this Lease, if any Hazardous Substances are
19 found in or on the Premises (including, without limitation, in the roof system thereof) or
20 the Shopping Center which pre-date the Delivery Date, then Landlord shall promptly
21 remove the same in compliance with all applicable laws at Landlord's sole cost and
22 expense, and, to the extent such work delays Tenant's Work, then the Rent
23 Commencement Date and the date on which Tenant is required to open for business under
24 Article 14 hereof shall be delayed on a day for day basis for each day of such delay, and
25 Landlord shall reimburse Tenant for any and all reasonable costs incurred by Tenant in
26 connection with such delay. Except in the event of an emergency or as may be required
27 by any Legal Requirement, any work performed by Landlord relating to Hazardous
28 Substances shall be performed by Landlord at any time other than during the months of
29 August, November and December, and shall be undertaken in such a manner so as to (i)
30 not adversely affect ingress to or egress from the Shopping Center, (ii) have no adverse
31 effect on the visibility of the Premises or any signs which contain Tenant's name, and (iii)
32 not otherwise materially interfere with the normal conduct of Tenant's business
33 operations in the Premises. If the presence of Hazardous Substances, or Landlord's
34 remediative work relative thereto, interferes with Tenant's normal business operations in
35 the Premises, then Tenant shall be entitled to an equitable abatement of Rent for so long
36 as such condition persists.

37 (b) Notwithstanding the foregoing provisions of this Section
38 12.4.3, Landlord shall not be liable with respect to Hazardous Substances which are
39 introduced to the Premises or the Shopping Center after the Delivery Date by any party
40 other than Landlord or any party related to Landlord or any contractor, employee, agent or
41 representative of Landlord, so long as: (i) upon request by Tenant, Landlord shall at its
42 expense commence actions or proceedings against the party who shall have introduced (or
43 be legally responsible for the introduction of) such Hazardous Substances to the Premises
44 and thereafter diligently pursue same; and (ii) should the introduction of such Hazardous
45 Substances as aforesaid materially interfere with the normal conduct of Tenant's business
46 in the Premises, or its other rights and benefits under this Lease, then Tenant shall be
47 entitled to an equitable abatement of Rent; and (iii), in the event such material
48 interference continues for a period of one hundred eighty (180) days after Landlord being
49 notified (or otherwise obtaining knowledge) of such Hazardous Substances and Landlord
50 is unable or fails to remediate (or cause the remediation of) such Hazardous Substances as
51 required by Environmental Laws within such period of one hundred eighty (180) days,
52 then Tenant shall be entitled to terminate this Lease within sixty (60) days of the
53 expiration of such 180-day period, but prior to the completion of such remediation, upon

thirty (30) days prior notice to Landlord. If Tenant does not terminate this Lease pursuant to this Subsection 12.4.3(b), then commencing on the expiration of the aforesaid 60-day period, Tenant shall resume paying full Rent; provided, however, that Tenant shall have all of its rights hereunder in the event of the exacerbation of such Hazardous Substances or with respect to any future introduction of Hazardous Substances.

12.4.4 Standards. Except as expressly provided herein, the parties agree that any investigation or remediation of Hazardous Substances, or cure of a violation of Environmental Laws, required to be conducted at the Premises or Shopping Center shall be no more stringent than necessary to meet the minimum standards of Environmental Laws applicable to properties used in the manner the Shopping Center is being used.

12.4.5 Landlord's Representations and Warranties. Landlord represents and warrants that: (i) Landlord has received no Environmental Notices concerning the Shopping Center, the Premises or any contiguous properties; (ii) Landlord has no knowledge of, and has received no notice of, any violation, or potential or alleged violation, of any Legal Requirement, including, without limitation, Environmental Laws, affecting the Shopping Center, the Premises or any contiguous properties, regardless of whether same has been cured; and (iii) to the best of Landlord's knowledge: (A) no Hazardous Substances are located at, on, in, under or emanating from the Shopping Center, the Premises or any contiguous properties; and (B) no underground storage tank exists at the Shopping Center or the Premises. The foregoing representations and warranties shall in no way serve to vitiate Landlord's obligations under this Article 12.

12.4.6 Documents. Each party shall immediately notify the other party of the notifying party's receipt of an Environmental Notice.

12.4.7 Indemnity. Each party to this Lease shall indemnify, defend and hold the other party, and its agents, servants, shareholders, directors, officers, partners, members and employees harmless from any and all claims, losses, expenses, costs, lawsuits, actions, administrative proceedings, damage, orders, judgments, penalties and liabilities of any nature whatsoever, including, without limitation, reasonable attorneys' fees (incurred to enforce this indemnity or for any other purpose) and Compliance Costs, arising from (i) the indemnifying party's breach of any of its representations, warranties, covenants or other obligations under this Section 12.4; (ii) Hazardous Substances for which the indemnifying party is liable under this Section 12.4; or (iii) violations of Environmental Laws for which the indemnifying party is liable under this Section 12.4.

12.4.8 Survival. The obligations of the parties under this Section 12.4 shall survive the renewal, expiration, breach or earlier termination of this Lease.

12.4.9 Conflict. In the event of any conflict between the provisions of this Section 12.4 and any other provision of this Lease, the provisions of this Section 12.4 shall control.

Section 12.5 Ground Lease.

12.5.1 As used in this Lease, the term "**Ground Lease**" shall mean that certain Ground Lease described on Exhibit E.

12.5.2 Landlord covenants, represents and warrants to Tenant that: (i) the Ground Lease has not been modified, amended or terminated; (ii) the Ground Lease is currently in full force and effect; (iii) to its actual knowledge as of the date hereof, no default under the Ground Lease exists beyond any applicable notice and cure period; and (iv) the Ground Lease is, and shall remain, superior to all mortgages and related liens affecting the Shopping Center. Landlord and Tenant each acknowledge that this Lease is made and shall continue to be subject and subordinate to the Ground Lease, subject to the provisions of this Section 12.5. Tenant shall not violate the Ground Lease.

1 Notwithstanding the foregoing, the parties acknowledge and agree that (i) Landlord shall
2 be solely responsible for all payments to Ground Lessor required under the Ground Lease,
3 and (ii) the agreement described in Sections 2.3.1(e) and 17.3 between Tenant and
4 Ground Lessor may also govern with respect to certain conflicting provisions between
5 this Lease and the Ground Lease, to the extent provided therein.

6 12.5.3 Intentionally Omitted.

7 12.5.4 Whenever, pursuant to the Ground Lease, the consent or approval of
8 Landlord shall be required or requested, and such consent or approval could diminish the
9 rights or increase the obligations of Tenant thereunder or under this Lease or could
10 adversely affect Tenant's use or occupancy of the Premises, or the conduct of Tenant's
11 business therein, such consent or approval shall not be granted without the prior consent
12 of Tenant, which consent may be withheld in its sole and absolute discretion.

13 12.5.5 Landlord shall, immediately upon receipt, forward to Tenant a copy
14 of any and all notices and/or demands received by Landlord under or pursuant to the
15 Ground Lease, which relate to, or could adversely affect, Tenant's use or occupancy of the
16 Premises, the conduct of Tenant's business therein, or Tenant's rights pursuant to this
17 Lease.

18 12.5.6 Landlord shall not amend or modify the Ground Lease if such
19 amendment or modification could diminish the rights or increase the obligations of
20 Tenant thereunder or under this Lease, or could adversely affect Tenant's use or
21 occupancy of the Premises or the conduct of Tenant's business therein, nor shall Landlord
22 terminate the Ground Lease.

23 12.5.7 Intentionally Omitted.

24 12.5.8 As between Landlord and Tenant, in the event of any conflict
25 between the Ground Lease and this Lease, this Lease shall in all respects control;
26 provided, however, nothing in this sentence shall waive, negate, or diminish the terms of
27 the Ground Lease or otherwise alter the fact that this Lease is subject and subordinate to
28 the Ground Lease. Without limiting the generality of the foregoing, if the Lease contains
29 restrictions which are more burdensome on Landlord than the Ground Lease (such as by
30 way of example only, if this Lease prohibits flea markets but the Ground Lease does not),
31 then Landlord shall be bound by the more restrictive provisions of this Lease. Further, if
32 this Lease contains greater rights on the part of Tenant than granted under the Ground
33 Lease (such as, by way of example only, if Tenant is permitted to make future exterior
34 alterations without Landlord's consent but the Ground Lease requires the consent of the
35 Ground Lessor), then, notwithstanding that Tenant shall not be permitted to exercise such
36 rights without obtaining the approval of the Ground Lessor under the Ground Lease
37 (which Tenant shall have the right to request and obtain, at its sole cost and expense),
38 Landlord, by virtue of granting Tenant such right under the Lease, shall be deemed to
39 have consented to same.

40 12.5.9 As a Delivery Date Condition pursuant to Section 2.3.1(e), Landlord
41 shall obtain any Ground Lessor's approval required under the Ground Lease for the
42 performance of Landlord's Work, Tenant's Plans (including, without limitation, Tenant's
43 elevations and signage as shown on Exhibit D-1 and Exhibit F), Tenant's Work and the
44 operation of Tenant's business in the Premises.

ARTICLE 13
USES AND RESTRICTIONS

Section 13.1 Permitted and Prohibited Uses.

13.1.1 Tenant's Permitted Use. The Premises may be used and occupied for the Permitted Use (defined in Subsection 1.1.27 above). Tenant shall not use the Premises for any of the "Prohibited Uses" (defined in Exhibit M hereto annexed) or the "Existing Exclusives" (hereinafter defined in Subsection 13.3.1), to the extent then applicable.

13.1.2 Prohibited Uses. Landlord shall construct, lease, operate, maintain and manage the Shopping Center as a first-class shopping center comparable to other first-class shopping centers in the state in which the Shopping Center is located. Subject to the Existing Leases, Landlord shall not lease, rent or occupy or permit to be occupied any portion of the Shopping Center for any of the "Prohibited Uses" (as set forth in Exhibit M hereto annexed).

Section 13.2 Tenant's Exclusive in Center. To induce Tenant to execute this Lease, and subject to all of the terms and provisions of this Section 13.2, Landlord covenants and agrees as follows.

13.2.1 Subject only to the rights of tenants (and their current or future assignees and sublessees) under the Existing Leases (as to which the provisions of this Section 13.2 shall not apply except as specifically stated herein), and subject to the enforceability of the restrictions under this Subsection 13.2.1 under applicable Legal Requirements, Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself, for a primary use for the sale, rental or distribution, at retail or at wholesale, of a mix of items contained in the following categories of merchandise: (a) infant and children's furniture (including, without limitation, cribs and beds (including, without limitation, mattresses and bedding); changing tables, gliders, rockers (including coordinating ottomans); high chairs; lamps; walkers; play yards and play pens; car seats and booster seats; cradles; carriages and strollers; toy and clothing chests; swings; or any other children's furniture or children's furnishings similar to the foregoing enumerated items) (collectively, "**Restricted Furniture**"); (b) layettes, apparel, shoes and/or accessories for infants and children 0-4 years in age (collectively, "**Restricted Clothing**") and (c) merchandise and products for use by infants and children 0-4 years in age (including, without limitation, toys; books; food; formula; indoor and/or outdoor play and recreational equipment; audio and video cassettes or equipment; safety items; feeding items; nursing items; diapers; wipes; bathroom items (including, without limitation, personal care devices and other bathroom appliances, accessories and toiletries)) (collectively, "**Restricted Products**") (which items in clauses (a), (b) and (c) above, either singly or in any combination, are hereinafter referred to as the "**Exclusive Items**"). Existing tenants of the Shopping Center (and current or future assignees or sublessees of such tenants) shall nevertheless be subject to the restrictions contained in this Section 13.2 in the event that: (i) the lease between Landlord (or Landlord's Affiliate) and any such tenant requires the consent of Landlord (or its Affiliate) in its sole discretion to any assignment or subletting or to a change in the use of the applicable premises to permit the sale, rental or distribution of the Exclusive Items; or (ii) Landlord or its Affiliate has the right to consent in its sole discretion, but instead permits or agrees to an expansion of the applicable premises for the sale, rental, or distribution of the Exclusive Items. The restrictions set forth in this Section 13.2 shall be null and void with respect to any category of Exclusive Items in the event Tenant, after the initial opening of the Premises to the public for business (or, if earlier, the date which is one (1) year after the date upon which the Premises was required to be so open under this Lease), has ceased to sell, rent and distribute such category of Exclusive Items at the Premises for a continuous period of

1 nine (9) months (other than during Excused Periods); provided, however, that such
2 restrictions with respect to such category of Exclusive Items shall not be null and void
3 unless (x) Landlord has notified Tenant that Landlord intends to render such restrictions
4 null and void by notice delivered to Tenant at any time after the end of such nine (9)
5 month period (which notice shall set forth which category of Exclusive Items such
6 restrictions are intended by Landlord to be null and void), and (y) Tenant fails to resume
7 the sale, rental or distribution of such category of Exclusive Items at the Premises within
8 sixty (60) days following the delivery of such notice to Tenant.

9 13.2.2 The restrictions set forth in Subsection 13.2.1 above (with respect to
10 any specific category of Exclusive Items) shall not apply to: (a) a full-line national or
11 regional: (i) department store [for example, Kohl's, Wal-Mart, Macy's, or Target],
12 (ii) discount club [for example, Costco, BJ's Wholesale Club, or Sam's Club], or (iii)
13 home improvement center [for example, Home Depot or Lowe's], commonly located in
14 first-class shopping centers in the state in which the Shopping Center is located, each
15 occupying at least 60,000 square feet of Floor Area within the Shopping Center, as such
16 stores are currently operated (as of the Effective Date); (b) a full-line junior and/or
17 discount department store [for example, Marshall's or TJ Maxx], as such store is currently
18 operated (as of the Effective Date); (c) a Pottery Barn (but not Pottery Barn Kids), Home
19 Goods, Ross Stores, Pier One, Crate & Barrel, Old Navy, Gap, H&M or A.J. Wright, as
20 such stores are currently operated (as of the Effective Date); or (d) stores whose primary
21 use is the sale of books, groceries, sporting goods, electronics, arts & crafts, shoes or
22 health and beauty aids/drug stores provided that the tenants of the stores described in
23 clauses (b), (c) and (d) shall be prohibited from assigning their respective leases or
24 subleasing their respective stores for a primary use for the sale, rental or distribution, at
25 retail or at wholesale, of a mix of the Exclusive Items.

26 13.2.3 The exclusive rights granted to Tenant in this Section 13.2 shall
27 inure to the benefit of any assignee of Tenant's interest in this Lease and to any sublessee
28 of at least fifty percent (50%) of the Floor Area of the Premises.

29 13.2.4 (a) Upon breach of the aforesaid covenant and agreement by
30 Landlord (which breach shall not include a situation in which the lease between Landlord
31 and any tenant in the Shopping Center or in the Related Land prohibits the tenant therein
32 from violating the exclusive rights granted to Tenant in this Section 13.2 and despite such
33 prohibition, such tenant violates such exclusive rights, unless Landlord fails to comply
34 with any of the provisions of subparagraph (b) below), the Fixed Rent payable hereunder
35 shall be reduced by fifty percent (50%) (but Tenant shall continue to pay all Additional
36 Rent when due under this Lease) for so long as such violation shall continue, and Tenant
37 shall have all remedies given to it at law and in equity, including, without limitation, the
38 right to obtain injunctive relief, and/or to terminate this Lease, and/or to commence and
39 prosecute an action against Landlord or any other violator for damages. If a violation
40 hereunder ceases, or if Tenant does not exercise its right to terminate this Lease within
41 one (1) year of Tenant's obtaining knowledge of such violation, then Tenant shall resume
42 payment of its full Rent and Tenant shall have no further right to terminate this Lease as a
43 result of such violation (provided that Tenant shall not be deemed to have waived any of
44 its rights and/or remedies hereunder with respect to any future violation of this Section
45 13.2).

46 (b) If any person or entity other than Landlord shall violate any of
47 the exclusive provisions herein set forth, or shall indicate in writing to Landlord that it
48 intends to violate any of said provisions, Landlord shall promptly commence appropriate
49 legal proceedings, and diligently prosecute the same, to enjoin and prohibit any such
50 violation. If Landlord fails to promptly commence such proceedings, or shall fail
51 thereafter to diligently prosecute the same, then Tenant shall have the right (a) to conduct
52 and prosecute such legal proceedings (including, without limitation, an action for
53 injunctive relief) in its own name, at Landlord's reasonable expense, or (b) in the event

1 the right set forth in (a) above is not permitted to be exercised under applicable Legal
2 Requirements, to conduct and prosecute such legal proceedings in the name of Landlord,
3 at Landlord's reasonable expense, and Landlord shall cooperate with Tenant with respect
4 to such prosecution (including, without limitation, by executing any documentation or
5 authorization reasonably required by Tenant in connection with such prosecution and by
6 appearing at any hearing or trial with respect to such prosecution); but in no event shall
7 Tenant be entitled to any reduction in Rent, or have the right to terminate this Lease,
8 pursuant to this Subsection (b).

9 Section 13.3 Exclusives Which Tenant Must Honor.

10 13.3.1 Tenant shall honor certain exclusives granted by Landlord to certain
11 other tenants in the Shopping Center pursuant to the terms of leases which have been
12 executed prior to the Effective Date (hereinafter, "Existing Exclusives") [a true and
13 complete listing and description of such Existing Exclusives being attached hereto as
14 Exhibit K-1], and shall not sublease, occupy or use all or any portion of the Premises, or
15 permit all or any portion of the Premises to be occupied or used in violation of any such
16 Existing Exclusive (except as may be specifically set forth on Exhibit K-1). Landlord
17 represents and warrants that no Existing Exclusive(s) exist other than those listed on
18 Exhibit K-1 hereto and that Exhibit K-1 is true accurate and complete, and covenants to
19 indemnify, defend and hold Tenant harmless from and against all loss, cost, liability or
20 expense (including, without limitation, reasonable legal fees) incurred by Tenant by
21 reason of the enforcement by any person or entity of such unlisted Existing Exclusive.
22 Notwithstanding the foregoing, Tenant shall be entitled to enter into a separate agreement
23 with any tenant or other occupant for whose benefit the Existing Exclusive is granted
24 which nullifies or modifies the corresponding Existing Exclusive with regard to the
25 Premises, so long as Tenant gives notice thereof to Landlord promptly following the
26 execution and delivery of such agreement.

27 13.3.2 Except as expressly set forth in this Section 13.3, Tenant shall not be
28 obligated to honor any exclusive granted by Landlord to any tenant in the Shopping
29 Center or in any other property owned by Landlord or Landlord's Affiliate.

30 ARTICLE 14
31 CONDUCT OF BUSINESS OPERATIONS

32 Subject to the other provisions of this Lease (including, without limitation, Articles
33 2 and 3 and Section 12.4.3 hereof), Tenant shall initially open its store for business to the
34 public in the Premises, as a typically staffed and stocked Buy Buy Baby store, for at least
35 one (1) day, not later than one hundred fiftieth (150th) day after the Rent Commencement
36 Date (which date shall, as applicable, be extended by reason of (A) damage or
37 destruction, eminent domain proceedings or actions, or Force Majeure, or (B) the acts or
38 omissions of Landlord). Other than as expressly set forth in the preceding sentence,
39 Tenant shall have no obligation to open or operate any business in the Premises, and shall
40 have the right, at any time, to cease to conduct any business operations in the Premises,
41 and Tenant shall incur no liability to Landlord or its Mortgagee by reason thereof (it being
42 understood and agreed that all of Tenant's obligations under this Lease shall continue
43 unless this Lease is terminated pursuant, *inter alia*, to the further provisions of this Article
44 14 or any other provision of this Lease [other than by reason of an Event of Default]). In
45 the event that Tenant does not operate or cause to be operated any retail business in the
46 Premises (other than prior to the Rent Commencement Date or during Excused Periods)
47 for more than two hundred forty (240) consecutive days, Landlord shall have the option to
48 terminate this Lease, which option shall be exercisable by:

49 (a) giving notice thereof to Tenant by not later than the ninetieth
50 (90th) day after the date on which said 240-day period expires, and